**REQUEST FOR PROPOSAL AGAINST LIMITED TENDER ENQUIRY IN TWO BID SYSTEM**

110 Engineer Regiment
PIN 914110
c/o 99 APO

1005/QTN/2018-19/06/OPW 30 Jul 2018

M/s_____
_____
_____

**INVITATION OF BIDS FOR MANUFACTURE AND SUPPLY OF CONSTRUCTION MATERIALS**

Sir,

1. The online Bids under Open Tender Enquiry (TWO BID SYSTEM) are invited by the 110 Engineer Regiment for and on behalf of the President of India for supply of items in Part-II. The tender reference number is 1005/QTN/2018-19/06/OPW dated 30 Jul 2016 and can be viewed at www.eprocure.gov.in.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

| | | | |
|---|---|---|---|
| (a) | Bids/queries to be addressed to | - | Commanding Officer<br>110 Engineer Regiment<br>PIN – 914110<br>c/o 99 APO |
| (b) | Postal address for sending the Bids | - | 110 Engineer Regiment<br>PIN – 914110<br>c/o 99 APO |
| (c) | Name/designation of the contact personnel | - | Maj Ketan Oberoi<br>Engineer Planning Officer |
| (d) | Telephone numbers of the contact personnel | - | 9800306760 |
| (e) | E-mail ids of contact personnel | - | oberoiketan1100@gmail.com |

3. This RFP is divided into five Parts as follows –

(a) **Part-I**. Contains General information and Instruction for the Bidders about the RFP such as the time, place of submission and opening of tender, validity period of tenders etc.

(b) **Part-II**. Contains essential details of the items / stores required, such as the schedule of requirement (SOR), Technical Specification alongwith drg, Delivery Period, Mode of Delivery and consignee details.

(c) **Part-III**. Contains Standard conditions of RFP, which will form part of the Contract with the successful Bidder.

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(Authorized Signature)
Name

Date :

(d) **Part-IV**. Contains Special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.

(e) **Part-V**. Contains Evaluation Criteria and Format for Price Bids.

4. Placement of order. The purchase order will be placed on successful conclusion of negotiations on L1 firm.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the bid, any time upto freezing of bids/bid submission end date & time without any penalty/fore feature of EMD.

6. Please acknowledge receipt.

Sd/-x-x-x-x-x
(Ketan Oberoi)
Major
Engineer Planning Officer
for Commanding Officer

**Enclosures**: - (As above)

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Date :

Signature_____
(Authorized Signature)
Name

## PART I – GENERAL INFORMATION

**Critical Dates**. The critical dates with respect to the Tender ref 1005/QTN/2018-19/06/OPW are as follows:-

| CRITICAL DATE SHEET | | | |
|---|---|---|---|
| Ser No | Events | Date | Time |
| (a) | Published Date | As uploaded in CPP Portal | |
| (b) | Bid Document Download | | |
| (c) | Clarification Start Date | | |
| (d) | Pre bid meeting | | |
| (e) | Bid Submission Start | | |
| (f) | Clarification end date | | |
| (g) | Bid Submission End | | |
| (h) | Bid Opening Start | | |

2. Manner of depositing the Bids. The bids will be submitted in the following manner :-

(a) The original of following documents shall be submitted physically in the sealed tender box prior to bid submission end date.

(i) EMD as applicable.

(ii) RFP duly signed by vendor.

(iii) VAT 46 form /all tax clearance certificate from their tax assessing govt agency.

(iv) Tender Conditions Acceptance Certificate. (**Format** is attached as **Appendix 'B'** to this **RFP**).

(b) **Cover- I**. Cover-I will contain the **Technical Bids** consisting of following documents (Scanned and uploaded):-

(i) Proof of valid Registration/renewal of registration with any Corps/Div HQ in HQ Eastern Comd.

(ii) PAN No, CST/VAT/TIN/Regn.

(iii) Bank certificate of credit worthiness.

(iv) Scanned copy of EMD document/Instrument.

(v) Tender Conditions Acceptance Certificate. The bidder shall certify for acceptance of all the tender conditions of the online RFP and furnish a certificate as per Appendix 'B'. The certificate duly signed shall be scanned and uploaded. In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter be enclosed / uploaded.

(vi) Clause by clause compliance of specifications certificates mentioned in Para 2 Part II of the RFP .

(vii) OEM authorization certificate

(viii) Technical data sheet of equipments and brochures

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Date :

Name

(ix) Specifications/drawings, as applicable.

(x) Technical details with technical parameters.

(xi) Requirement of training/on-job training

(xii) Requirement of installation/commissioning

(xiii) Requirement of Technical documentation

(xiv) Nature of assistance required after completion of warranty

(xv) Requirement of pre-site/equipment inspection

(xvi) Any other details, as considered necessary.

(c) Cover- II Commercial bid in the form of „BOQ. (Bill of Quantities) will be submitted as Cover –II as per specimen attached at Annexure – I to RFP.

3. **Time and Date for Opening of Technical Bids**. (Date and time as uploaded in CPP Portal) at 110 Engineer Regiment or other contingency such in non-open of tender if due to any exigency or the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box**. "TENDER BOX" is kept near the OT Cell at 110 Engineer Regiment, PIN - 914110, C/o 99 APO.

(a) Physical receipt of specified document shall be mandatory prior to technical bid opening.

(b) Non receipt of the doc as mentioned in Para 2 (a) above physically in tender box shall render non acceptance of the technical bid.

(c) Only those document specified in the tender document and are found in the tender box will be opened.

(d) Specified documents (Bids) dropped in the wrong Tender Box will be rendered invalid.

(e) No post-bid clarification on the initiative of the bidder will be entertained.

5. **Place of Opening of the Bids**. 110 Engineer Regiment , C/o 99 APO or at designated place of as intimated by Presiding Officer/Accepting Officer.

6. **Opening of Two-Bid System (Technical and Commercial)**

(a) The Technical Bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical Bid will be carried out off-line and the results of the evaluation will be uploaded on the Central Public Procurement Portal (https://eprocure.gov.in).

(b) The Commercial Bids of only those Bidders whose Technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the successful Bidders through Central Public Procurement Portal (https://eprocure.gov.in).

7. **Forwarding of Bids**.

(a) The documents specified in Para 2 (a) to be deposited physically will be dropped in the sealed tender box. The physical receipt of these documents is mandatory. The technical bids shall not be accepted if these documents are not received prior to bid opening.

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Date :

Name

(b) The TECHNICAL and COMMERCIAL bid will be submitted “Online Only”

(c) The TECHNICAL BID and the COMMERCIAL BID should be submitted by the bidder duly digitally signed by the legal owner of the firm or the person auth by him to do so. Instructions for online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in are attached as Appendix ‘C’.

8. **Clarification Regarding Contents of the RFP**. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought before _____(Date/Days as mentioned in CPP Portal) days of opening of the Bids. Copies of the query and clarification by the purchaser will be uploaded as corrigendum for all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids**. The bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.

10. **Clarification regarding contents of the Bids**. The detailed instructions for bidders are attached as Appendix ‘D’. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.

11. Rejection of Bids. Canvassing by the bidder in any from, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of Earnest Money Deposit (EMD). Conditional tenders will be rejected.

12. Unwillingness to quote. Bidders unwilling to quote should ensure that intimation to this effect eaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. Validity of Bids. The Bids should remain valid till 180 days from the last date of submission of the Bids.

14. **Earnest Money Deposit**. The Technical Offer should be accompanied with Earnest Money Deposit (EMD), Exemption of EMD is not allowed. Bidders are required to submit Earnest Money Deposit (EMD) for FIXED amount to **Commanding Officer, 110 Engineer Regiment** along with their bids. The EMD will submitted in the form of an Account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the public sector bank or private sector bank authorized to conduct government business as per form of DPM 13 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five (45) days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, at the earliest, after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

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(Authorized Signature)
Name

Date :

15. Bank Guarantee (BG) The firm shall submit a BG (of PSU Banks only) of 10% of the total amount of the supply order in favour of consignee valid for a period of 26 months (two months after expiry of warranty period) from the date of completion of 100% supplies. BG will be submitted within 25 days of the date of supply order. The firm will forward the original BG to consignee and Xerox copy of the same will be forwarded to all concerned. BG will be encashed without any notice to the supplier, if any defect is brought to the notice of the firm and supplier has not rectified the defects within the period of four weeks of the complaint. No payment will be made in absence of a valid BG.

16. Forfeiture of Bank Guarantee (BG)/Earnest Money (EM) The BG/EM will be liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the bid in case of L1 bidder supply Order in any respect within the validity period of the quotation/Supply order.

17. Filing of the Tender Set. The tender to be filled online and to be uploaded at CPP Portal.

18. Eligibility Criteria.

(a) A vendor or seller as defined in Para 1.4.21 of DPM 2009 who is registered for this item or similar range of products / goods with central Purchase Organization or DGQA would be eligible to bid. Registration of the firm must be valid on the date of opening of technical bids.

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Signature_____
(Authorized Signature)

Date :

Name

**PART - II**

**ESSENTIAL DETAILS OF ITEMS / STORES / SERVICES REQUIRED / TECHNICAL SPECIFICATION FOR CONSTRUCTION MATERIALS**

1. Supply followings construction material:-

| **Ser No** | **Description of Stores** |
|---|---|
| (a) | Supply of Solar Security Lights |

2. **Consignee Details**. Commanding Officer, 110 Engineer Regiment, PIN-914110, C/o 99 APO.

3. **Consignee Details**.

(a) **Address**.

Commanding Officer
110 Engineer Regiment
PIN-914110
Care of 99 Army Post Office

4. **Delivery Instructions**.

(a) **Place of Delivery**. **TEZU** (As Desired by Accepting Officer).

(b) **Delivery of Stores**. Stores will be required at **TEZU** as demanded by the purchase officer. The time for delivery is 60 days from date of issue of SO. The rates for **TEZU** to be quoted in the commercial bid separately. However, **if the roads get closed before the expiry of due date , the store will be delivered at TEZU.**

(c) Supply will be completed within 60 days from the date of issue of supply order. Supply will be physically completed by due date and shall be received by consignee unit at the specified location.

(d) The supply Order can be cancelled unilaterally by the Buyer in case items are not received within the delivery period. Extension of delivery period with/without LD will be at the sole discretion of the Buyer.

(e) Any items found not to conform to technical specification or defective due to any reason shall be rejected on receipt. Whatsoever, the same items shall be replaced by the supplier at site free of cost within a period of fifteen days of receipt of intimation from this office or unit concerned. On failure to do so, the Commanding Officer, 110 Engineer Regiment will be at liberty to return the stores to the supplier at his risk and cost.

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Signature_____
(Authorized Signature)

Date :

Name

## PART-III

**THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF THE STANDARD CONDITIONS OF THE REQUEST FOR PROPOSAL MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.**

1. **Law**. The Contract shall be considered and made in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract**. Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/ provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Litigation/Arbitration**. No litigation or arbitration under any circumstances at any stage shall be applicable. The decision of Commanding Officer, 110 Engineer Regiment will be final and binding in all matters.

4. **Penalty for Use of Undue Influence**. The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission**. The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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(Authorized Signature)
Name

Date :

6. **Access to Books of Accounts**. In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract Documents**. Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages (LD)**. In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract**. The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (30 days) from the date of Supply order.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

10. Notices. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting. The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. Patents and other Industrial Property Rights. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. Amendments. No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Vat 46 Form. The bidder/firm are required to submit Vat 46 form in term of Para 57 of J & K VAT Act 2009 (Tax clearance form) valid upto 31 Mar 2018 from their concerned tax assessing authority. Self attested form as mentioned above will be submitted in duplicate with sign and stamp of the bidder/firm. Qtn received without Vat 46 form/Tax clearance certificate will be treated null and void.

Company's Stamp/Seal

Signature_____
(Authorized Signature)
Name

Date :

## PART-IV

## SPECIAL CONDITIONS OF RFP

**THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF SPECIAL CONDITIONS OF THE RFP MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF BID SUBMITTED BY THE BIDDER.**

1. **Performance Bank Guarantee of Indigenous cases**. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 25 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause**. This contract has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contracts of the present. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause**. This contract has a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of successful completion of this contract, cost, terms & conditions remaining the same. It will be entirely the discretion of Buyer to place the Repeat order or not.

4. **Tolerance Clause**. To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers**. No part payment is eligible for partly delivered stores. Payment will be released on receipt of 100% stores at FOR of each shelter/items as mentioned in Supply order at the direction of Commanding Officer, 110 Engineer Regiment.

6. Payment terms for Foreign Sellers If the value of the contract is up to US $ 1, 00,000 payments will be made by Direct Bank Transfer. DBT payment will be made within 30 days of receipt of clean Bill of Lading / AWB/Proof of shipment and such other documents as are provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.

7. Advance Payments. No advance payment (s) will be made.

8. Paying Authority. The bills of the complete items should be prepared in favour of Commanding Officer, 110 Engineer Regiment as per IAFA-68, duly revenue stamp affixed in triplicate and should be forwarded to 110 Engineer Regiment, PIN – 914110, c/o 99 APO. PCDA, Guwahati (Assam) will be the payment auth for the project. The payment of bills will be made on submission of the following documents by the Seller to the Authority issuing supply order along with the bill :-

   (a) Ink-signed copy of contingent bill / Seller's bill.

   (b) Ink-signed copy of Commercial invoice / Sellers bill.

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Signature_____
(Authorized Signature)
Name

Date :

(c) CRVs in duplicate to be co-ordinated with user.

(d) Opening Board of stores.

(e) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(f) Exemption Certificate for Excise duty / Customs duty, if applicable.

(g) Bank Guarantee for advance, if any.

(h) Guarantee / Warranty certificate.

(j) Performance Bank guarantee / Indemnity bond where applicable.

(k) Details for electronic payment viz Account holder.s name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(l) Any other document / certificate that may be provided for in the Supply Order / Contract.

(m) Xerox copy of PBG.

(Note:– From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

9. **Fall Clause**. The following Fall clause will form part of the contract placed on successful Bidder: –

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the contractor sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period or till the performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Deptt, of central Govt. Or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchase/ Contracting authority and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

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Signature_____
(Authorized Signature)

Date :

Name

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores/categories.

10. Exchange Rate Variation Clause. Not applicable in this project.

11. Risk and Expense Clause.

(a) Should the stores or any installment thereof not be delivered with the time or time specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be one in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 30 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he things fit other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

12. **Force Majeure Clause**.

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

Company's Stamp/Seal

Signature_____
(Authorized Signature)

Date :

Name

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

13. Buy-Back offer. Buy back is not applicable since fresh procurement.

14. Specification. The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of Upgradation/alterations will be provided to the Buyer free of cost within (30) days of affecting such Upgradation/alterations.

15. OEM Certificate. In case the Bidder is not the OEM, or its authorised rep/dealer the agreement certificate with the OEM for sourcing the spares shall be mandatory. Certification to be furnished by OEM is attached with RFP However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

16. Export License. The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

17. Earliest Acceptable Year of Manufacture. OEM Quality / Life certificate for the year 2015 will need to be enclosed with the Bill.

18. Buyer Furnished Equipment. Not applicable in this project.

19. Transportation. The following Transportation clause will form part of the contract placed on successful Bidder –

(a) The stores will be delivered at designated location as mentioned in this RFP are any such location within **10 KM** consignees end. In case supply is not completed within stipulated period, the orders may be cancelled without any liability what so ever towards the department. Accepting Officer reserves the right not to accept the supplies after the stipulated delivery period and cancel the supply order for the balance quantity. Rate should be quoted for delivery of stores at engineer stores detachment established at the site of construction. The firm will make its own arrangements to pay all taxes including transit insurance/octroi and other taxes as applicable and the cost of thereof and will be responsible for defect free delivery of stores at destination.

(b) Technical specification should be read in conjunction with store list. In case of any variation between drawings and technical specifications decision of Commanding Officer, 110 Engineer Regiment will be final and binding on the firm. Any additional items required for construction as per design and specifications given in technical specifications and attached sketches will be provided by the supplier.

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(c) In case of any dispute related to quotation or supply order, decision of the Commanding Officer, 110 Engineer Regiment shall be final and binding.

(d) The free servicing, warranty on the stores/parts of the items and installations cost shall be considered included in the rates quoted. The supplier shall stand liable for repair/replacement of stores for the duration as given by the main manufacturer for that item against faulty material and manufacturing defects without any extra cost.

20. **Packing and Marking** : The following Packing and Marking clause will form part of the contract placed on successful Bidder:-

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transhipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Sellers country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

(i) Part Number :
(ii) Nomenclature :
(iii) Contract annex number :
(iv) Annex serial number :
(v) Quantity contracted :

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

(e) If necessary, each package shall be marked with warning inscriptions: <Top>, “Do not turn over”, category of cargo etc.

(f) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

21. **Quality**. The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Sellers country or specifications enumerated as per RFP and shall also include there in modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate alongwith the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

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22. **Quality Assurance**. Seller would provide the Standard Acceptance Test Procedure (ATP) within 01 Month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

23. **Inspection Authority**. The Inspection will be carried out by Acceptance Testing Board constituted by the buyer. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

24. **Pre-Dispatch Inspection**. A representative of buyer may at his discretion carryout Pre-Dispatch Inspection (PDI) of the stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedure.

25. **Pilot Sample**. The first prototype of the shelter/ stores/items complete in all respects will be made available duly erected / ready for inspection within 21 days of placing supply order at factory premises. This prototype will be kept erected till completion of supply. This prototype will be inspected by a pilot sample inspection team detailed by the formation HQ / unit placing the SO. Balance supply will be made within 4 weeks of certification of quality of prototype by this department. Failure in providing with pilot sample upto the required specifications or pilot sample not being recommended as per required specifications by the inspection team will result in cancellation of supply order.

26. **Franking clause**. The following Franking clause will form part of the contract placed on successful Bidder :-

(a) **Franking Clause in the case of Acceptance of Goods**:- The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract.

(b) **Franking Clause in the case of Rejection of Goods**:- The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.

27. **Claims**. The following Claims clause will form part of the contract placed on successful Bidder :-

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 30 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 30 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 30 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 30 days from the date of the receipt of the claim at the Sellers office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

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(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

28. **Warranty**.

(a) The following Warranty will form part of the contract placed on the successful Bidder :-

(i) Vendors will provide free on site comprehensive warranty for a period of 26 months for the equipment and will be applicable from the date of acceptance. During warranty, the Vendor will repair/ replace without any cost any equipment/ part/ accessory, which becomes defective except items of a consumable nature. During the warranty period all warranty benefits received by the Vendor from the OEMs, for any equipment pertaining to third parties will be passed on to the customer. In case the Vendor fails to ensure rectification of faults, penalties will be deducted from the bank guarantee. Items of consumable nature that may not be replaced free on account of defect/ malfunction must be specified clearly in the offer. In case the vendor does not provide this information, it shall be deemed that all items/ components / consumables are covered under warranty.

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or on agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the letter may undertake the balance of the lifetime requirements.

(iv) Warranty to the effect that they will make available the blue prints drawings of the spares if and when required in connection with the main equipment.

(b) The following Warranty will form part of the contract placed on successful Bidder :-

(i) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(ii) The Seller warrants for a period of 26 months from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of cost maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to charge, within maximum period of 30 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime.
Record of the down time would be diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

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(iv) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 95 % of the warranty period.

(v) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(vi) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 95% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 7 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

(vii) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

(c) Performance Bank Guarantee. An amount to the cost of the Annual Maintenance Contract shall remain under bank guarantee till the expiry of the AMC period as performance bank guarantee. The vendor shall furnish a performance bank guarantee from a Public Sector Bank equal to the value of the contract within 30 days of signing of the Annual Maintenance Contract.

(d) Risk Expense Maintenance. It will be undertaken by the users in the event supplied sales to honor the contracted obligations with in the stipulated period as specified in AMC. The supplier shall be issued with proper notice before resorting to risk maintenance in case of risk maintenance is restarted to the supplier is liable to pay the amount spend by the Govt, if any in obtaining the said services through a fresh contract that is the defaulting recovery such amount will be considered by the user while taking a decision to invoke the provisions of risk maintenance.

29. **Delayed Maintenance**. Any fault reported will be attended to without delay and within the time specified below :-

(a) **Catastrophic failure**. Catastrophic failure will be defined as failure of the system. Any such fault will be rectified within four hours reporting of fault. Failure to do so will incur a penalty of 5 % of the performance bank guarantee amount per day or part thereof.

(b) **Major Faults**. This will be defined as a failure of any subsystem or any cabling involved in the project. It will also include failure of any communication link which is associated with the project, such fault will be attended to within 24 hours of reporting and rectified with in 48 hrs. Failure to so will incur a penalty of 2.5% of the performance bank guarantee amount per day of delay or part thereof.

(c) **Minor Faults**. This will be defined as fault or minor nature. Any such fault will be attended to and rectified within seven days. Failure to do will incur a penalty of 1% of the performance bank guarantee amount per day of delay or part thereof.

30. In case of termination of contract, the Contractor will hand over the system in full functional state. If the vendor fails to handover the complete system in fully functional state at the time of termination of contract, the Customer shall have the right to get the system repaired by any third party at the expense of the Contractor and recover the cost from bank guarantee. The vendor shall also be responsible to provide spares during the entire life cycle of the cable even in case of termination of Annual Maintenance Contract.

31. **Payment Terms**: The payment will be made as per the following terms, on production of the requisite documents:-

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Date :

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(a) 100% payment on delivery of 100% stores and acceptance by the user. No Part payment will be done. Part payment will be released on receipt of 100% stores of each shelter as mentioned in Supply order at the discretion of Commanding Officer, 110 Engineer Regiment.

(b) Payment shall be made after inspection and acceptance of stores has been completed

(c) Bills will be subject to audit by associated finance.

(d) Firms will not be issued form „D.

(e) “PAYMENTS WILL BE MADE ONLY THROUGH ELECTRONIC FUND TRANSFER (RTGS/NEFT/CROSSED CHEQUE). PLEASE OPEN BANK ACCOUNTS IN SBI TO AVOID INCONVENIENCE”.

32. **Consignee Details**:-

(a) The store will be consigned to Commanding Officer, 110 Engineer Regiment, c/o 99 APO.

(b) Store will be consigned on freight pre-paid / pay basis.

(c) Delivery will be at specific ENGINEER STORE DET, as specified in Supply Order.

(d) The rate quoted is accepted for delivery of stores inside the premises of the consignee i.e. unloading at the consignee end will be arranged by the Supplier.

33. **Cancellation**. In case the supply of items is not completed within stipulated period, or if defective delivery is made in respect of stores and the defective delivery is not replaced/rectified within 30 days from the date of intimation of such defects the supply order may be cancelled at the sole discretion of Accepting Officer i.e CO, 110 Engineer Regiment.

34. Rate list of company and purchase vouchers for any items incorporated in shelter will be produced on demand.

35. Tech specification including drawing of the item of supply is enclosed. However, bidder will get it verified from any IIT and will be responsible for correctness, str and stability of structural stores. Other design criteria are as given in technical specification.

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Signature_____
(Authorized Signature)

Date :

Name

## PART V

## EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria**. The broad guidelines for evaluation of Bids will be as follows :-

(a) Only those Bids will be evaluated which are found to be fulfilling all the `eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid System, the technical Bids forwarded by the bidder will be evaluated by the buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The price bids of only those bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The lowest bid will be decided upon the lowest price quoted by the particular bidder as per the price format given at para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-

(i) In cases where both foreign and indigenous bidders are competing, following criteria would be followed:-

(aa) In case of foreign bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous bidders, excise duty on fully formed equipment would be offloaded.

(ac) Sales Tax and other local levies, i.e, Octroi, entry tax etc would be ignored in case of indigenous bidders.

(d) The bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms, otherwise their offers will be loaded with the maximum rates of Duty / VAT is intended as extra, over the quoted process, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the process quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a bidder is exempted from payment of Custom duty/Excise Duty/VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate / quantum of Custom duty / Excise Duty/VAT, it should be brought out clearly. Stipulations like excise duty was presently not applicable but the same will be charged if it becomes liable later on, will not be accepted unless in such cases it is clearly started by a bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other bidders. The same logic applies to Customs duty and VAT also.

(e) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of price bids.

(f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

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(Authorized Signature)

Date :

Name

(g) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(h) The cost of AMC with spares quoted by each bidder will form part of respective bid and the total cost to the buyer inclusive of AMC with spares would be the deciding factor for ranking of bids.

(j) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format**. The commercial bid format is provided as BoQ_csudsu.xls alongwith this tender document at (https://eprocure.gov.in) as per Annexure-I to the RFP. Bidders are required to download this BoQ_csudsu.xls as it is and quotes their offer in the permitted column.

**Note** :-

(a) Please confirm that the stores offered by you is exactly as required under tender enquiry description specifications/drawing.

(b) In case there is any deviation the same shall be specifically stated.

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Signature_____
(Authorized Signature)

Date :

Name

**Appendix 'B'**
(Ref para 2 (a) (iii) and (b)
PART-I of RFP)

**TENDER CONDITIONS ACCEPTANCE LETTER**
(To be given on Company Letter Head)

Date:
To,
_____
_____

**SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

Tender Reference No : _____
Name of Tender/Work : -
_____
_____

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned „Tender/Work. from the web site(s) namely: _____as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I/we shall abide hereby the terms /conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality/entirety.

5. The Tech Bid and its enclosures as submitted in physical form as mentioned in Para 7 of part I of RFP is the true copy of the documents uploaded on the Central Public Procurement Portal (https://eprocure.gov.in).

6. In case any provisions of this tender are found violated , your department/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Company's Stamp/Seal

Date :

Signature_____
(Authorized Signature)
Name

**Appendix 'C'**
(Ref Para 2 (c) PART-I of RFP)

## INSTRUCTIONS TO THE BIDDERS

Instructions for Online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in are as follows :-

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.

2. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enrol" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the contractors/bidders through e-mail ID provided.

3. Bidder need to login to the site through their user ID/ password chosen during enrolment /registration.

4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.

5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.

6. Bidder logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.

7. In case of limited tender the regd dealers/ the bidders invited to participate in the tender will receive a notification through e-mail wrt to tender and after log in the bidder selects the tender and moves it to "my tenders.. In case of open tenders the bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders. folder.

8. From my tender folder, the bidder selects the tender to view all the details indicated.

9. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

10. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre -bid meeting if any or during the pre -bid meeting if any.

11. Bidder should take into account the corrigendum published before submitting the bids online.

12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

13. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

14. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

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Signature_____
(Authorized Signature)

Date :

Name

15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

16. While submitting the bids online, the bidder must read the terms & conditions and accept the same to proceed further to submit the bid packets.

17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

18. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. The submitted bid will not be acceptable if otherwise.

19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders must note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. The tech bid acceptance will be subject to physical receipt of specified docu at the time of tech bid opening. Further, the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids physically by the bidders under any circumstances whatsoever.

21. If the price bid format is provided in a spread sheet file like BoQ_csudsu.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

22. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

23. After the bid submission (ie after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers or the procurement officer openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

27. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

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Signature_____
(Authorized Signature)

Date :

Name

28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

29. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provided in the tender document. The bidders for any further queries can also to contact over phone: 1-800-233-7315 or send a mail over to – cppp-nic@nic.in.

30. All the pages of Technical Bid and unfilled commercial should have been duly signed by the bidder/auth rep and hard copy will be submitted in the office of TIA.

31. The undertaking to the effect that the terms and conditions stipulated in the tender docu are acceptable by the auth signatory of the bidders Regd firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the bidders.

**Note :- (Rate to be quoted online by bidder in BOQ Excel Sheet only).**

Company's Stamp/Seal

Signature_____
(Authorized Signature)

Date :

Name

**Appendix 'D'**
(Ref para 10 PART-I of RFP)

## CERTIFICATE

It is certified that our concern/ establishment requires _____ copy / copies of Defence specification / drawing bearing No. _____ in connection with the Tender Enquiry No. _____. It is further certified that the information contained in the defence documents will be utilized by our firm for our own use only for the purpose of producing, supplying and inspection of Defense stores. The information contained therein will be divulged/ supplied to any outside agencies not authorized to receive the same without prior approval of the issuing authority.

Place :

Date :

Signature
(Name of Signatory in Block letters)
(Complete address of the firm, and firm.s Seal)

Company's Stamp/Seal

Date :

Signature_____
(Authorized Signature)
Name

**Appx 'E'**

## APPROVED MAKE LIST : OP WKS ITEMS

| Sl No | Description of items | Make/Brand (All items should be with ISI mark) |
|---|---|---|
| 1. | ADHESIVE | FEVICOL |
| 2. | ALUMINIUM | JINDAL/NALCO/HINDALCO |
| 3. | CFL 11W , 15W AND TUBE LIGHT | PHILIPS/SURYA/BAJAJ |
| 4. | CHANGE OVER SWITCH 63 AMP 4 POLE | HAVELLS/CROMPTON GREAVES |
| 5. | CHOKE ELECTRONIC 40W | BAJAJ/PHILIPS/CROMPTON GREVES |
| 6. | CP SANITARY FITTINGS | JHONSON/PARRYWARE/JAGUAR /HINDWARE/CERA/JINDAL |
| 7. | ELECTRICAL FITTINGS | ANCHOR/HAVELLS/BAJAJ/FINOLEX/ SURYA/WIPRO/PHILIPS |
| 8. | EXHAUST FAN (300 MM SWEEP) | BAJAJ/CROMPTON/KHAITAN/USHA |
| 9. | EXHAUST FAN | BAJAJ/HAVELLS/CROMPTON /KHAITAN/USHA |
| 10. | FRP SEPTIC TANK | SINTEX |
| 11. | GEN SET (HIGHER) | KIRLOSKAR/CROMPTON GREAVES/CUMMINS |
| 12. | GEN SET (LOWER) | HONDA/BIRLA/YAMAHA |
| 13. | HALOGEN LAMP 500 WATT | BAJAJ/CROMPTON/PHILIPS/SURYA |
| 14. | INSULATION TAPE 20MM - 20 MTR LONG | STEEL GRIP/DEER/FINOLEX |
| 15. | LOOKING MIRROR | SAINTGOBAIN/MODIGUARD |
| 16. | LT CABLE | HAVELLS/BAJAJ/ANCHOR/FINOLEX |
| 17. | NON SKID CERAMIC FLOOR TILES | KAJARIA/SOMANY/JOHNSON |
| 18. | OIL BOUND DISTEMPER | ASIAN/BERGER/NEROLAC/SHALIMAR |
| 19. | P TRAP PVC 4" | RELIANCE/CRIPLAST /JINDAL |
| 20. | PAINT SYNTHETIC ENAMEL | BERGER/ASIAN/SHALIMAR/NEROLAC |
| 21. | PGI SHEET 10'x3' x 24 GAUGE | TATA/SAIL/JINDAL |
| 22. | PLYWOOD | DURAPLY/KITPLY/CENTURY |
| 23. | PPR ITEMS | JINDAL/VIPDELUX/PARRYWARE/ SAFE/SFMC |
| 24. | PRIMER FOR WOOD/STEEL | BERGER/ASIAN/SHALIMAR |
| 25. | SANITARY FITTINGS | JHONSON/PARRYWARE/JAGUAR /HINDWARE/CERA/JINDAL |
| 26. | TUBE LIGHT FITTINGS WITH ROTARY TYPE BI PIN HOLDER, ELECTRONIC CHOKE | BAJAJ/PHILIPS/CROMPTON GREAVES |

Company's Stamp/Seal

Date :

Signature_____
(Authorized Signature)
Name

1. **Form of Solvency Certificate from Nationalised /Scheduled Bank**

Bank Address and Code No

**SOLVENCY CERTIFICATE FROM NATIONALISED /SCHEDULED BANK**

This is certified that to the best of our knowledge and information M/s. / Shri / Smt. _____ having address _____, a customer of our bank are/ is respectable and can be considered solvent up to _ _____ [Rupees _____] / Financially sound for any engagement up to _ _____ [Rupees _____]. This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

[Signature]
Name, Designation and Personal Code No of Signatory

Note: In case of partnership firm, certificate to include names of all partners as recorded with the bank

Company's Stamp/Seal

Date :

Signature_____
(Authorized Signature)
Name