

CENTRAL ORDNANCE DEPOT KANPUR, PIN-900273, C/O 56 APO
REQUEST FOR PROPOSAL

INVITATION FOR BIDS FOR ACCESS CONT SYSTEM TO INCLUDE BOOM BARRIER, DFMD, HHMD, HHSL, UVSM, REFLECTORS SOLA CONTROLLED AND AMC CHARGES AT COD KANPUR

RFP No : 02/2018-19, C/2023/SRE/01/ADM dated 05 Feb 2019.

For and on behalf of the President of India, the **Commandant, COD Kanpur**, invites bids for **Access Control System to Include Boom Barrier, DFMD, HHMD, HHSL, UVSM, Reflectors Solar Controlled and AMC Charges**. To ensure that the existing internal security infrastructure is enhanced at COD Kanpur as from sincere contractors / firms who have at least five years experience in providing similar services to Government Departments only.

1. The online Bids are invited under Open Tender Enquiry (Two Bid Systems) for supply of item listed in Part II of this RFP. The tender ref No is 02/2018-19, C/2023/SRE/01/ADM dated 05 Feb 2019 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 to be addressed to	Central Ordnance Depot
(b)	Queries to be addressed to	Central Ordnance Depot (Procurement Branch) Kanpur – 208 013 (U.P)
(c)	Postal address for sending original documents (EMD, specified in clause 2 (a) of part- 1 of RFP)	Central Ordnance Depot (Procurement Branch) Kanpur – 208 013 (U.P)
(d)	Name/Designation of the contact personnel	Lt Col Rahul Sharma OC (Troops)
(e)	Telephone Numbers of the contact personnel	0512-27887207 0512-2423126
(f)	Fax Number/Mail	0512-2423126, comdt-codkr-army@nic.in

3. Central Ordnance Depot Kanpur as buyer is interested in procurement of **Access Control System to Include Boom Barrier, DFMD, HHMD, HHSL, UVSM, Reflectors Solar Controlled and AMC Charges** at COD Kanpur to ensure that the existing internal security infrastructure is enhanced at COD Kanpur. The implements will be provided to the successful contractor / bidder. Online bids are invited for items requested in **Part II** of this RFP. Please super scribe the above mentioned title, RFP number and date of opening of bids on the sealed cover to avoid the bid being declared invalid being delayed or misplaced.

4. This RFP is divided into five parts as follows:-

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

(b) **Part II.** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, 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.

(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.

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 RFP, should it become necessary at any stage.

6. Please note the following:-

- (a) Your quotation must indicate **UNCONDITIONAL** acceptance of all terms & condition of the RFP, failing which it is liable to be rejected. You, may, however indicate desired terms & conditions which may be accepted/ rejected at the sole discretion of the buyer. Certificate with respect to unconditional acceptance must be put in Tech Bid.
- (b) As per RBI PAD New Delhi ruling Govt Department maintaining accounts with PAD, New Delhi to switch over to electronic mode for making payments to vendors and others. Hence details to be submitted as per part 1, Para 6 (d).
- (c) This RFP can be downloaded from the **CPP portal** eprocure.gov.in .

PART I

GENERAL INFORMATION

1. **Critical Dates.** The critical dates with respect to the Tender ref 02/2018-19, C/2023/SRE/01/ADM dated 05 Feb 2019 are as follows:-

CRITICAL DATE SHEET			
Ser No	Event	Date	Time
(a)	Publish Date	05 Feb 2019	1800 Hrs
(b)	Date of bid document available for download.	05 Feb 2019	1800 Hrs
(c)	Clarifications can be sought wef	06 Feb 2019	1000 Hrs
(d)	Bid Submission Commences	06 Feb 2019	1000 Hrs
(e)	Last date and time for seeking clarification	16 Feb 2019	1600 Hrs
(f)	Last date and time for Submission of Bids	26 Feb 2019	1000 Hrs
(g)	Tech Bid Opening Date (Online)	27 Feb 2019	1000 Hrs

2. **Manner of Depositing the Bids.** The Bids/documents will be submitted online and physically in cover-I (online), cover-II (online) and financial documents (physically and online) in the **following manner:-**

(a) **EMD, if applicable or proof of exemption** shall be **submitted physically as well as online** in the sealed tender box marked as **Adm Branch** by **1000 Hrs on 26 Feb 2019** prior to bid submission closing date to enable verification.

Note:- Commercial bids i.e BOQ, shall not be opened and participant will be disqualified, if any of the above mentioned documents are not received physically before last date and time for submission of bids (Ref Para 1 (f)). It is also mandatory to upload scanned copy of financial documents as mentioned at Para 2 (a) above. Firms only submitting physical copy of financial instruments and not uploading scanned copy of these instruments will be disqualified and their **BOQ will not be opened**.

(b) **E-Bid Cover-I (Online)**. Cover-I will be uploaded by Bidders and should contain the following documents:-

- (i) PAN No, GSTIN Regn certificate and Bank details to be scanned and uploaded.
- (ii) Scanned copy of EMD documents if applicable or the exemption certificate.

(iii) **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 Appx A. 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 any other legally authorized signatory, a copy of the authorization letter be enclosed/ uploaded.

(v) **Bank Details (Mandatory)**. (Also ref Para 6 (d) below.

(c) **E-Bid Cover-II (Online)**. Commercial bid will be submitted online as Cover II and will consist of following:-

- (i) Commercial bid in the form of “**BOQ**” (Bill of Quantities).
- (ii) Scanned copy of “Additional charges/discounts” containing details of items with Financial implications on the bid. The format of the same is att as Appx ‘B’

Note :- BOQ of only those firms will be opened which have submitted all documents as per Para 2 (a) to (c) in the manner mentioned above.

3. **Time & Date for Opening of Technical Bids (online).** At 1000 Hrs on 27 Feb 2019 (if due to any exigency or if the due date for opening of the Bids is declared as a closed Holiday, the Bids will be opened on next working day at the same time or any other day/time, as intimated by the Buyer)

4. **Location of the Tender Box.** Tender Box marked as “ADM BRANCH’ is placed at Main Gate of the Central Ordnance Depot, Kanpur-208013 (UP). Following guidelines may be followed while submitting the docu :- **No commercial repeat no commercial bid will be dropped in the Tender Box.**

- (a) The physical receipt of specified docu as per Para 2(a) above is mandatory prior to bid opening.
- (b) Non receipt of the physical documents would render the bid invalid.
- (c) Only those docu specified in the tender docu and are found in the tender box will be opened.
- (d) 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. **Opening of the Technical Bids.** The physical verification of tender docu will be done at Conference Hall of COD Kanpur at 1100 hrs on 26 Feb 2019. The Bidders may depute their representative, duly authorized in writing, to attend the opening of bids on the due date & time. Only requisite documents as mentioned above will be opened and checked. This event will not be postponed due to non presence of any bidder/representative. The evaluation of technical bid will be carried out offline and the results of evaluation will be uploaded on the CPP Portal.

6. **Forwarding of Bids.**

- (a) The documents specified in Para 2(a) above to be deposited physically will be dropped in the sealed tender box. The physical receipt of these documents is mandatory. The bids shall not be accepted if these documents are not received prior to bid opening.
- (b) The commercial bids i.e. BOQ will be submitted online only.
- (c) The online bid should be submitted by the bidder duly digitally signed by the legal owner or the firm or the person auth by him to do so as per instructions for Online Bid submission. Instructions for the Bidders to submit the bids online through the Central Public Procurement Portal for e- Procurement at <https://eprocure.gov.in> are att as Appx C.
- (d) **Bank Details (Mandatory):-**
 - (i) NEFT Account No :
 - (ii) Particulars of Bank A/c No :
 - (iii) IFSC Code :
 - (iv) Any other relevant information for making payment through NEFT.
- (e) PAN No (please attach photocopy).
- (f) GSTIN registration (please attach photocopy).
- (g) Certificate of acceptance terms & conditions of RFP on firm’s letter head which should include firm’s FAX NO with city code and Mobile Phone No of bidder.
- (h) EMD, if applicable. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g DGS&D), National Small Industries Corporations or any department of Ministry of Defence for the same item/Specification/Part No for which the tenders have been issued. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect during the period between the deadline for submission of bids and expiry of the bid validity period.

7. **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 as mentioned under coln critical dates above. Copies of the query and clarification by the purchaser will be uploaded as corrigendum linked with the same RFP. Instructions for online Bid Submission/instructions to the bidders to submit the bids online through the CPP portal for eprocurement are available at <https://eprocure.gov.in/eprocure/app>.

8. **Modification and Withdrawal of Bids.**

(a) The Bidder may modify (resubmit) his bid after submission, as per the provisions available of the portal. No bid shall be modified after the deadline for submission of bids.

(b) If bidder desires to withdraw before bid submission closing date/time, he may do so online on the portal and also offline. EMD would be refunded less cost of the tender (Tender Fee). Once with-drawn online, bidder cannot participate again in same tender.

(c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of Bidder's Bid Security/EMD and other legal action.

9. **Clarification Regarding Contents of the Bids.** The detailed instructions for bidders are as Appx C. During evaluation and comparison of bids, the Buyer may, at his 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. No post-bid clarification on the initiative of the bidder will be entertained.

10. **Two - Bid System.** Only the Technical Bids will be opened on the time and date mentioned above. Date of opening of the Commercial Bids will be intimated to the technically qualified bidders after approval of the Technical Bids (acceptance of Technical Evaluation Committee (TEC) report). Commercial Bids of only those firms will be opened whose Technical Bids are found fully complaints/suitable by the Competent Financial Authority (CFA) based on the TEC report.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

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

13. **Validity of Bid.** The Bids should remain valid till 60 days from the last date of submission of the Bid.

14. Commandant, Central Ordnance Depot, Kanpur, the Contract Approving Authority, reserves the right to reject any tender without assigning any reason thereof. The decision of Commandant, Central Ordnance Depot, Kanpur, is final and binding on all bidders.

15. **Earnest Money Deposit (EMD)**. An amount of **Rs.71,673/-** (Rupees seventy one thousand six hundred seventy three only) to be paid as EMD by the way of **FDR/BG** issued in favour of the **Public Fund Account, COD Kanpur drawn on any Nationalized Bank** or Private Sector Banks authorized to conduct business with the Government of India as per Form DPM-13. EMD should be payable at Kanpur. The EMD is to be valid up to 45 days beyond the final bid validity period (at least 165 days beyond the last date of submission of bids). The EMD is not required to be submitted by those Micro and Small Enterprises (MSEs) as defined in MES Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or by those firms who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or concerned Departments or Ministries of the Government of India for the same item/range of product, goods or services for which tender has been issued. 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 30 days after the award of the contract. The Bid Security of the successful bidders would be released, without any interest whatsoever after the receipt of Performance Bank Guarantee (PBG) from them as cancelled 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.

15. **Manner for obtaining the Tender Set**. The tender documents are available for download at www.eprocure.gov.in The interested firm may download the documents and submit the same alongwith required tender fees. NSIC registered firm may download the tender documents and submit the same alongwith proof of registration with NSIC and claim exemption from Tender Fees.

16. **Price Bid Format**. The under mentioned Commercial bid format is provided as BoQ_SRE1.xls alongwith this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_SRE1.xls as it is and quote their offer in the permitted column (Please refer Part V also).

Yours Faithfully

Sd xxxxxxxxx
(Rahul Sharma)
Lt Col
OC Troops
For and on behalf of
The President of India

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PART II

ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** The **Access Control System to Include Boom Barrier, DFMD, HHMD, HHSL, UVSM, Reflectors Solar Controlled and AMC Charges.** To ensure that the existing internal security infrastructure to facilitate in enhancement of the Internal Security setup at COD Kanpur are required to be provided by the contractor through his workmen on daily basis as per demand placed by this Depot. **The contractor shall be required to provide such services by providing Access Control System to Include Boom Barrier (06), DFMD (06), HHMD (10), HHSL (22), UVSM (06), Reflectors Solar Controlled (200) and AMC Charges.** The rate, item and installation charges to be provided by the contractor shall be at the sole discretion of the **Commandant of the Depot.** The contractor shall be at liberty to visit, survey and study the area/site and understand the quantum of work before placing his bid for the contract.
2. **Scope of the Work.** The essential details of the items/installations and AMC charges required to be provided by the contractor within Main Gate of Central Ordnance Depot Kanpur are given in succeeding paras :-

S.No	Description of Material	Qty	A/U
Access Control System to Include Boom Barrier, DFMD, HHMD, HHSL, UVSM, Reflectors Solar Controlled and AMC Charges			
(a)	Boom Barrier	06	Nos
(b)	DFMD	06	Nos
(c)	HHMD	10	Nos
(d)	HHSL	22	Nos
(e)	UVSM	06	Nos
(f)	Reflectors Solar Controlled	200	Nos
(g)	Boom Barrier Installation charge	06	Nos

3. The services required are to be of an approved standard.
4. The contractor will visit, survey and study the site and quantum of work before starting execution of work.
 - (a) The responsibility related to all types of monitoring, supervision, administration and execution of the contract lies with the contractor. For any faults, damages, complaints, an equal number of personnel from both side will inquire to have mutual agreed consent and if found to be the fault of the contractor, will be held responsible and shall be liable to penalty as decided by the COD Kanpur management.
 - (b) The contractor must ensure that during execution of services.
 - (c) The contractor shall maintain all the register and documents as specified in various acts and laws subject to the deployment of work.
 - (d) There will be periodical as well as surprise checking of the service provided by the contractor for the subject job by the representatives of COD management.
5. The Contractor will conduct monthly checking of the items for condition of working and maintain a record of the same which may demand by the COD Kanpur at any point of time.

6. **Technical Details**

- (a) The contractor has to provide the contracted services of **Access Control System to Include Boom Barrier, DFMD, HHMD, HHSL, UVSM, Reflectors Solar Controlled and AMC Charges**. To ensure that the existing internal security infrastructure to facilitate in enhancement of the Internal Security setup at COD Kanpur. The contractor shall be at liberty to visit, survey and study the area/site and understand the quantum of work before placing his bid for the contract.
- (b) The contractor shall comply with various statutory requirements as follows :-
 - (i) Minimum applicable wages as per the current existing rates.
 - (ii) Installation charges.
 - (iii) AMC Charges
 - (iv) GST.
 - (v) All other statutory obligations as mandated by the existing laws, acts and guidelines.
- (c) The service provider Company/Firm/Agency should be registered with the appropriate registering authority.
- (d) The service provider Company/Firm/Agency should have at least five year experience in providing similar services to Government Departments. Proof for the same may be attached.
- (e) The service provider Company/Firm/Agency should have its own Bank account, PAN No, GSTIN etc.
- (f) The service provider Company/Firm/Agency will have to provide details of Income Tax Return of their firm for last three financial years.
- (g) The service provider Company/Firm/Agency has to submit the audited Balance Sheet for the preceding three Assessment Years.
- (j) The service provider Company/Firm/Agency shall submit affidavit stating that the agency is/has not been black listed by Central Government/State Government by PSU in last three years.

Note : Non-compliance with any of the above conditions by the service provider Company/Firm/Agency will amount to non-eligibility for the service for which tender has been floated and its tender will be ignored summarily.

8. The final offer should be supported by cost break up as per latest statutory provisions duly supported by authenticated government letters. Bids not in accordance with statutory provisions shall be rejected.

9. **Period of Contract.** Period of contract to provide supply of **Access Control System to Include Boom Barrier, DFMD, HHMD, HHSL, UVSM, Reflectors Solar Controlled and AMC Charges.** To ensure that the existing internal security infrastructure to facilitate in enhancement of the Internal Security setup at COD Kanpur would be **from the date of entering into contract to 31 Mar 2019.** Please note that contract can be cancelled unilaterally by the buyer in case services are not up to the satisfactory level at any stage within the contractual period by giving three written notice. **Extension of contractual services will be at the sole discretion of the Buyer.**

PART III

STANDARD CONDITIONS OF RFP

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. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of The Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to the performance, which cannot be settled amicably, may be resolved through arbitration within jurisdiction of Kanpur, Uttar Pradesh. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
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 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.

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.** In the event of the seller's failure to submit the Bank Guarantees and Documents, supply the stores/goods, conduct trials, install equipment, conduct 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 total value of delayed stores.

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

- (a) When the supplier fails to honour any part of the contract including failure to deliver the contracted stores/render services in time.
- (b) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
- (c) When the item offered by the supplier repeatedly fails in the inspection and/or the supplier is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.
- (d) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Buyer.
- (e) If the Supplier becomes bankrupt or otherwise insolvent.
- (f) As per decision of the Arbitrator Tribunal.
- (g) When both parties mutually agree to terminate the contract.
- (h) Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.
- (j) The bank guarantee shall be liquidated, if seller fails or supply the store under clause (a) to (e).
- (k) Any breach of military security.

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 other 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 services irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of an 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. **Taxes and Duties**

(a) **General**

(i) Bidder must indicate separately the relevant taxes/duties likely to be paid in connection with supply of Access Control System as specified in the RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemptions from taxation authorities.

(iii) Any charges in levies, taxes and duties levied by Central/State Government such as Excise Duty, GST, Octroi / Entry Tax etc, on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer to the extent of actual quantum of such duties / tax, paid by the seller. Similarly, in the case of downward revision in any such duty / tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the buyer by the seller. All Such adjustment shall be include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

(iv) Levies, taxes and duties levied by Central / Local Govt such as CGST/ SGST on services provided will be paid by the buyer on actual, based on relevant documentary evidence. Taxes and duties on input item will not be paid by buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(b) **GST**

(i) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax/ service tax and no liability of sales tax will be devolved upon the Buyer.

(ii) On the Bids quoting taxes extra and the nature of Taxes applicable at the time of supply should be shown separately. Taxes will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to taxes and the same is payable as per the terms of the contract.

15. **Legal.**

(a) In case, the tendering agency fails to comply with any statutory provisions/taxation liability under appropriate law and as a result thereof the office is put to any loss / obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

(b) The service provider will solely be responsible for any legal case/dispute raised by his workers deployed in this Depot and the Government of India will no ways be responsible for any such dispute and the service provider will indemnify the Government of India against any such legal costs/disputes.

16. **Fraud and Corrupt Practice.** The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics in the Bidding Process. Notwithstanding anything to the contrary contained herein, the office may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive proactive in the Bidding Process.

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. **Security Deposit / Performance Bank Guarantee (PBG)**. The approved Bidder / Contractor shall deposit a Security Deposit/PBG 10% of total contract value. The PBG is to be drawn on any Nationalised bank or Private Sector Banks authorized to conduct business with the Government of India (ICICI, HDFC and AXIS Banks), whichever is applicable. It shall be pledged in the favour of Public Fund Account of COD Kanpur. If for any reason, the Contractor commits breach of the conditions of this agreement or the President (Buyer) is not satisfied with the work. **The PBG should remain valid for a period of sixty days beyond the date of completion of contractual obligations.** The President (Buyer) shall be entitled to terminate the contract forthwith and the security deposit shall be forfeited to the Govt. either in full or in part as the President (Buyer) may decide and on such termination or otherwise if the Govt. incurs any loss in carrying out the services liable to the performed under this contract through any other agency, the same shall be recovered from the contractor or his heirs. Any sum of money due and payable to the Contract (including security deposit returnable to him) under this contract may be appropriated by the Buyer or GOI or any other person acting on behalf of GOI and set off against any claim of the Buyer or GOI of any other made by the Contractor with the Buyer or GOI.
2. **Option Clause**. Not applicable
3. **Repeat Order Clause**. Not Applicable
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 services up to that limit without any change in the terms and conditions and price 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**. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (available in MoD website and can be given on request). The payment will be made by Paying Authority as per the following terms:-

Payment (100%) will be done post Installation and check by Board of Officers after rendering of certificate of complete installation and successful commissioning by them.
6. **Enhancement/Reduction of Rates**. No enhancement in rates/prices will be made unless the contract specifically provides for it. The change due to variation in GST/other Government taxes & levies provides for payment on the basis of the actual rates, provided that the change in taxes is effected within the original delivery period and supply is completed during the original delivery period. No change in taxes will be applicable to the qty of stores supplied after the original delivery period even if the enhanced taxes are accepted and amendment letter to the effect is issued
7. **Advance Payments**. No advance payment(s) will be made.

8. **Paying Authority.** The payment of bills will be made on submission of the following documents by the Contractor to the **Paying Authority - PCDA Lucknow :-**

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Copy of Supply Order / Contract with U.O. number and date of IFA's Concurrence, where required under delegation of powers.
- (c) CRVs in duplicate.
- (d) Inspection note.
- (e) Claim of statutory and other levies to be supported with requisite documents/ proof of payment such as GST challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EFP/ESIC Contribution with nominal roll of beneficiaries, etc as applicable.
- (f) Exemption Certificate for any Tax/Duty, if applicable.
- (g) Performance Bank Guarantee where applicable.
- (h) 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).
- (j) Any other document / certificate that may be provided for in the Supply Order/ Contract.
- (k) User Acceptance
- (l) Xerox copy of PBG.

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 seller 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 of the central or state government as the case may be, during the period till 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 sellers reduces the sale price, sells or offers 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 buyer/Director General of Supplies & Disposals, 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 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 Rates 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.

(c) The Sellers 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 Governments as the case may be up to date of bill/the date of completion of supplies against all supply orders placed during the currency of Rate contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a), (b) and (c) of sub-para (ii) above details of which are given below".

10. **Risk & Expense Clause :**

(a) Should the stores or any installment thereof not be delivered within the time or times 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 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidate damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such defaults.

(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 done 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 material breach that was not remedied within 45 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 thinks 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 manufacture, 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. Such recoveries shall not exceed 100% of the difference of the value of the contracts.

11. **Force Majeure Clause.** In case of Force Majeure, the contract may be terminated after three months of suspension :-

(a) Neither party shall bear responsibility for the complete or partial nonperformance 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.

(d) Certificate of Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the representative 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 **two months**, either party hereto reserves the right to terminate the contract totally or partially giving prior written notice of **30 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.

12. **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 as per specifications enumerated as per RFP and shall also include therein 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 along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

13. **Quality Assurance.**

(a) Samples taken from any portion of the consignment or during surveillance inspection, shall on examination, conform to the requirements stipulated in this specification

(b) While offering stores for QA, the vendor shall submit test certificate of materials (showing physical & chemical properties) from the own laboratory of the vendor or from recognized laboratories, if the mfr does not have this own testing laboratory along with the test method followed.

(c) The store shall be free from manufacturing defects.

(d) **Rectification Clause.** In the event a store is given back to the manufacturer for rectification of defects the manufacturer will ensure that the defects are attended immediately without loss of time, so that stores can be inspected. However, it should be noted that the manufacturer would not be entitled to dispose off that store which is given for rectification but not rejected, without prior permission to the Quality Assurance Officer.

(e) **Pre Inspection Clause.** Manufacturer/Contractor must satisfy themselves that the stores are in accordance with the terms of the contract and fully conform to the required specification by carrying out thorough pre-inspection of each lot before actually tendering the same for inspection to the Quality Assurance Officer nominated under the terms of contract. A declaration by the contractor that necessary pre-inspection has been carried out in the stores tendered will be submitted along with the challan.

The declaration will also indicate the method followed in carrying out pre-inspection on showing the features checked/tested and will have the test Certificate attached to the challan/declaration. If the Quality Assurance Officer finds that pre-inspection of the consignment as required above has not been carried out the consignment is liable for rejection.

(f) **Condition of Acceptance** If on examination of any sample from any portion of the lot offered by contractor, the material is found to be not in accordance with the specification/particulars governing supply quoted in the contract in accordance with the terms and condition of the contract, the whole supply will be rejected.

(g) **Consignee Right of Rejection.** Consignee shall have right to reject the consignment of any portion thereof within 60 days after actual delivery of the consignment, if the consignment is not in accordance with the terms and condition of the contract, whether on account of loss, deterioration or damage at the time of receipt or if the goods don't bear the acceptance mark of the Quality Assurance Officer as per the facsimile given on the consignee's copy of the Inspection Note.

(h). **Testing of Basic Material Clause.** Wherever, it is not possible to extract test basic material from made up store for testing supplier shall get tested and approved the basic material by Quality Assurance Officer/Quality Assurance Authority prior to fabrication/manufacture of made up store.

(j). **Special Note;-** The store offered should not have been manufactured before two months (for items having short life) from the date of offering to Defence.

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

(a) The claims may be presented either on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing of or on quality of 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 45 days of completion of inspection and acceptance of goods.

(c) The quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period.

(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 45 days from the date of receipt of the claim at the Seller's office, subject to acceptance of the claim by Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(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.

15. **Warranty.** The following Warranty will form part of the contract placed on the successful Bidder:-

(a) Except as otherwise provided in the invitation tender, the contractor/seller hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respect and shall be strictly in accordance with the specification and particulars contained/ mentioned in the contract. The contractor/seller hereby guarantee that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of the delivery of the said goods stores/articles to the purchaser for 15 months from the date of shipment/dispatch from the contractors works which is earlier and notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser in the behalf shall be final and binding on the contractor/Seller to rectify/replace by acceptable goods /stores/articles or such portion or portion thereof as is found to be defective by the purchaser in the discretion on the application made thereof by the contractor/seller, and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification/replacement thereof, otherwise the contractor/seller shall pay to the purchaser such compensation as determined by the purchaser as may arise by reason of the breach of the warranty therein contained.

16. **Correctness of the Quality and Quantity.** On receipt of stores at consignees' premises, the stores are checked for ascertaining the correctness of quality. Quantity and documents. In case the stores are found deficient in any way, the consignee has the right to reject the stores even if these were inspected and cleared by the Quality Assurance Officer.

17. **Apportionment of Quantity.** If the L-1 does not have the capacity to supply the entire requisite, the order may be placed on L-2, L-3 and so on for the balance quantity at L-1 rates provided this is acceptable to them.

18. **Acceptance of Short Deliveries** The Buyer may also accept short supplies on firm's request, if the short supplies are not exceeding 5 % of the total original value of contract.

19. **Inspection Authority.** The inspection will be carried out by Administrative Officer on behalf of Commandant, COD Kanpur or any other officer deputed by them.

20. **Police Verification.** At all times, the contractor will be responsible to ensure that workmen / employees engaged by him should have good moral character and security cleared by Police Station of workers present and ancestral residing area. The contractor will also ensure that person/persons employed by him for the services have not been/is not involved into any activity against the interest of state. This being a defence installation, it is important that people having access to this area should have good antecedents. As such anybody employed for the job should have a satisfactory police verification report. The force premises to the security section of COD Kanpur at least 10 days prior to commencement of the contract to grant security clearance for entry into the COD Kanpur. In case of any kind of wrong doing by his employees, contractor will be responsible for the same.

21. The contractor shall be responsible for all commissions and commissions on part of Manpower / labourer engaged for the purpose. Commandant, COD Kanpur shall not be responsible in any manner, whatsoever, in matters of health/injury/death etc. of the contractor's employees while performing duties under this contract.

22. **Uniform.** The workmen deployed by the contractor shall be in distinct/neat uniform including Dangri/Shirt/Trouser along with Cap and Pair of canvas shoes for men, and distinct suit with Apron for women staff, with logo of the firm embossed onside " _____ " embossed on the other side.

23. The contractor /service provider shall maintain all statutory registers and other records under the applicable laws. The agency shall produce the same on demand to the concerned authority of this office or any other authority under law.

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 Bidders 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. The consideration of taxes and duties in process will be as follows;

(i) In cases where only indigenous Bidders are competing, L1 bidder will be determined by excluding levies, taxes and duties levied by Central / State / Local governments such as GST, Octroi / Entry Tax etc on final product as quoted by bidders.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit 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.

(e) The lowest Acceptable Bid will be considered further for placement contract/Supply order after complete clarification and price negotiations as decided by Buyer. The Buyer will have the right to awards 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 within stipulated time.

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/organizations 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 Commercial 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/eprocure/app>).

6. In case any provisions of this tender are found violated, your department/organization 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 depot in satisfaction of this condition.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ADDITIONAL CHARGES/DISCOUNTS

It is hereby certified that no Additional Charges Levied or Any Discounts Offered from the prices quoted in the enclosed BOQ, which will have financial implication on the bid value quoted by me.

OR

The following additional Charged Levied / Discounts Offered over and above the prices quoted in the BOQ which will have financial implication on the bid value quoted by me

- (i)
- (ii)
- (ii)

Date:

Signed by:

Official stamp:

Notes:-

1. Please strike out whichever is not applicable.

2. The certificate will be signed by the owner of the firm or any person auth to do so on behalf of the owner.

The certificate will be scanned, digitally signed and uploaded along with the BOQ in the Cover II containing Fin Bid. (Ref para 2 (c) of Part 1 of RFP)

INSTRUCTIONS TO THE BIDDERS

1. 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/eprocure/app> are as follows:-

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

(b) Bidder should do the enrolment in the eProcurement 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 email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.

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

(d) 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 eToken/Smart Card, should be registered.

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

(f) 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 eToken/SmartCard to access DSC.

(g) 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.

(h) From my tender folder, the bidder selects the tender to view all the details indicated.

(j) 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.

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

(l) Bidder should take into account the corrigendum published before submitting the bids online.

(m) 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.

(n) 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.

(o) 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.

(p) 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.

- (q) While submitting the bids online, the bidder must read the terms & conditions and accept the same to proceed further to submit the bid packets.
- (r) The bidder has to select the payment option as **offline** to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- (s) 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.
- (t) 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.
- (u) 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.**
- (v) If the price bid format is provided in a spread sheet file like BoQ_xxxx.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.
- (w) 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.
- (x) 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 participation on the bid opening date.
- (y) 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.
- (z) 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 be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- (aa) 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's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (ab) 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.
- (ac) 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.
- (ad) 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 contact over phone: 1-800-233-7315 or send a mail over to cppp-nic@nic.in.
- (ae) All the pages of Technical Bid and unfilled commercial bid should have been duly signed by the bidder/auth rep and hard copy will be submitted in the office of TIA.

(af) 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).

2. **Price Bid Format.** The under mentioned Commercial bid format is provided as BoQ_SRE1.xls alongwith this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_SRE1.xls as it is and quote their offer in the permitted column.

Note

(i) Please confirm that the store offered by you is exactly as required under tender enquiry description specification/drawing.

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

3. **Essential Condition.** It is essential that the bidder should have successfully executed a contract related to security related eqpt systems installation and AMC in last five years with any Govt installation and a proof to be endorsed with the bids. Scanned copy of security related items installation certificate in any Govt organisation be uploaded against the bids. Non availability of the same will debar the firm from participation and their commercial bids will not be opened/entertained. Physical copy of security related items installation certificate is mandatory requirement and the same be submitted with Depot on or before the date of physical opening of bids.

BG FORM FOR EARNEST MONEY DEPOSIT

Whereas(hereinafter called the "Bidder") has submitted their offer datedfor the supply of (hereinafter called the "Bid") against the Buyers Request for proposal No.....

KNOWN ALL MEN by these presents that We.....ofhaving our registered office atare bound unto(hereinafter called the "Buyer") in the sum of.....for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the Said Bank this.....day of2019.

The conditions of obligations are;-

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - (a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

We undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender bid validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the Officer
Seal, Name & address of the Bank and address of the Branch.

CERTIFICATE

It is certified that our concern/establishment required _____ 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 defence store. The information contained there in will not be divulged/supplied to any outside agencies not authorized to received the same without prior approval of the issuing authority.

Place :

Signature

(Name of Signatory in Block letters)

Date :

(Complete address of the firm, and firms Seal)