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Engineer Stores Depot,
Kankinara, PO-ESD (M),
24 Parganas ((North)
PIN-743124 (WB)

3000/B/2024-25/89/E-3 (Prov)

28 Oct 2024

REQUEST FOR PROPOSAL (RFP) NO 3000/B/2024-25/89/E-3 (PROV)
DT 28 OCT 2024 FOR SUPPLY OF OBM 115 HP (MER) SPARES TO BE
OPENED ON GIVEN TIME AS PER GeM PORTAL

1. The online Bids under **GeM Portal Enquiry** are invited from **OEM/ OEM auth vendors /DGQA approved with capacity verification** by the **Engineer Stores Depot, Kankinara** for and on behalf of the President of India for supply of items listed in Part II of this RFP.
2. The **Open Tender Enquiry** reference number is **3000/B/2024-25/89/E3(Prov)** dated **28 Oct 2024** and can be viewed at **GeM Portal**.
3. The address for any clarification of bids is as under:-

(a)	Bids/queries to be addressed to	Commandant ESD Kankinara
(b)	Postal address	Engineer Stores Depot, Kankinara, PO-ESD (M), 24 Parganas ((North) PIN-743124 (WB)
(c)	Name/designation of the contact personnel	OIC E3
(d)	Telephone number of the contact personnel	033 – 25817184
(e)	e-mail IDs of contact personnel	esdkka.depot@yahoo.com
(f)	Fax Number	033 - 25817184

The tender conditions Acceptance Certificate (Format is attached as per Appx A) should be handed over in the office by hand immediately after filing the bids online.

4. The RFP consists of five parts consisting of **27** pages as indicated below:-
 - (a) **Part I.** Contains General Information and Instruction for the bidders about the RFP such as the time, place of submission, opening of tenders, validity period of tenders, etc.
 - (b) **Part II.** Contains essential detail of the items/Services required, such as the schedule of requirements(SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee detail.
 - (c) **Part III.** Contains Standard Condition 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 became necessary at any stage.

PART I-GENERAL INFORMATION

1. **Pre-Qualification Criteria (PQC).** The PQC for the said tender to be submitted along with the tender is as mentioned under:-

- (a) Registration certificate of OEM/OEM authorised vendors/DGQA approved vendors with capacity verification.
- (b) GST Registration Certificate.
- (c) Bank Solvency Certificate/ Bank Credit Worthiness Certificate issued by Bank in which the firm has got its account clearly specifying the maximum BG limit, over draft etc.
- (d) The firm will have to submit audited balance sheet for last three financial years.
- (e) The average annual turnover of the firm for the last two years should not be less than 50% of the tender amount.

2. **Last Date And Time For Quoting The Bids.** The bids should be quoted (filled in BOQ) by the due date and time. The responsibility to ensure this lies with the Bidder.

(BIDS TO BE QUOTED LATEST BY DATE AS MENTIONED IN PORTAL)

3. **Manner of Depositing the Bids.** (**GeM Portal Enquiry** (Bids to be filled in BOQ)

4. **Place for opening of the Bids.** e-Bids will be opened in OIC E3 (Prov), ESD Kankinara -743124 the Bid opener.

5. **Single Bid System.** The bids are invited on single bid two stage systems. The Bids would be opened on the time and date mentioned in the Portal.

6. **Modification and Withdrawal of Bids.**

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

(b) 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.

7. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires the clarification regarding the contents of the bidding documents shall contact the Buyer over the phone No given at Ser No 3 above, prior to clarification end date of the Bids.

8. **Clarification Regarding Contents of the Bids.** 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. No post-bid clarification on the initiative of the bidder will be entertained.

9. **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 delisted for the given range of items as mentioned in this RFP.

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

11. **Agents of Supplier.** One agent cannot represent two suppliers or quote on their behalf in a particular tender and different agent should use different computer system.

12. **Tender Fee.** Not applicable as per GFR 2017.
13. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 73,575.00/- (Rupees Seventy Three Thousand Five Hundred Seventy Five Only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorised to conduct government business as perform DPM-13 (copy attached). EMD is not required to submitted by those Bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. 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.

Note : -

- (a) The firms seeking exemption from payment of EMD must submit duly attested copy of registration certificate for the item. The registration should be valid on the date of opening of tenders.
- (b) All the self attested documents to be submitted before the date of opening bids.
14. **Validity of EMD.** The bid security/EMD to be remain valid for a period of six months.
15. **Refund of Bid Security/EMD of Bidders.** Bid Securities/EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final Bid validity and latest on or before 30th day after the award of the contract. The Bid Security of the successful bidders will be returned without any interest whatsoever, after the receipt of **Performance Security** from them as called for in the contract.
16. **Forfeiture of the Bid Security.** The bid security/earnest money will be liable for forfeiture if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of his tender. No separate order is required for forfeiture of Bid security which follows on default and should be credited at once to the Government Account
17. **Documents required to be submitted PHYSICALLY and ONLINE by bidder**
- (a) **Physical submission.**
- (i) Original EMD as Para 13 above.
- (b) **Online submission.**
- (i) PAN Card.
- (ii) Tender conditions acceptance letter (as per format Appx A).
- (iii) Additional Charges/Discounts letter (as per format Appx D).
- (iv) GST Registration Certificate.
- (v) Latest income tax return.
- (vi) Certificate of OEM/ OEM auth vendors / DGQA approved vendor with capacity verification.
- (vii) Solvency Certificate for **Rs 49,05,030.00/- (Rupees Forty Nine Lakh Five Thousand Thirty Only).**
- (viii) Proof of exemption of EMD as Para 12 above.
- (ix) The firm will have to submit audited balance sheet for last three financial years.
- (x) The average annual turnover of the firm for the last two years. In this connection, it is intimated that the amount should not be less than 50% of the tender amount.
- (xi) MII Certificate.

PART II – Essential Details of Items/Services Required

1. **Schedule of Requirement** - As per Appx 'B' attached.
2. **Technical Details** :- All items/materials should be as per relevant IS/OEM specification.
3. **Single – Bid System**:- The bids are invited on single bid two stage system. The Bids would be opened on the time and date mentioned in the Portal.
4. **Delivery Period** Delivery period for supply of items would be **365 Days** from the effective date of signing of supply order by competent authority i.e Commandant ESD Kankinara. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with/without applicability of LD clause. No Part/piece meal delivery will be accepted.

Note :

- (a) The successful bidders are requested to submit the **Catalog** mentioning **Cat Part No, Drawing, Specification No** and **Description of items** to the Buyer before the delivery of stores.
5. **Terms for Delivery and Transportation** – **Local Delivery at site.** The purchaser will not pay separately for transit insurance to the supplier. The supplier will be responsible till the entire stores contracted for are received in good condition at consignee destination. The stores will be despatched to the consignee by road or by any other means under arrangement of seller.
 6. **Consignee details.** The store will be despatched to the under mentioned consignee as per the supply order.
 - (a) ESD Kankinara, PO-ESD (M), Dist - 24 Pgs (N), WB-743124.
 7. **Piecemeal Supply** Piecemeal supply of items is acceptable. However the payment will be made according to clause at Part IV Para 5(b&c) of this RFP.

PART III – STANDARD CONDITIONS OF SUPPLY ORDER

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 except when some other effective date is mutually agreed to and specifically indicated/provided in the contract and 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 construction or performance, which cannot be settled amicably, may be resolved through arbitration. 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 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

6. **Access to Book 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 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 **90 days** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes for Force Majeure by more than **90 days provided Force Majeure clause is included in the contract.**
- (d) 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.
- (e) As per decision of the Arbitration Tribunal.

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 the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has not 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, tradeAprks 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. **Goods and Services Tax**

(a) **General.**

(i) If Bidder desires to ask to excise duty or Sales Tax/ duties, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included in firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers sumAprily.

(iv) 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. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes liveable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax 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 such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Customs Duty.**

- (i) For imported stores offered against forward delivery, the Bidder shall quote Prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents ie.
- (aa) Triplicate copy of the bill of entry,
- (ab) Copy of bill of lading
- (ac) A copy of foreign principal's invoice. However, if the Seller imports the stores in question against his own commercial quota Import Licenses, he will also be required to submit in addition the triplicate copy of bills of entry etc, a certificate from his internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contact No _____ dated_____.
- (ii) Subsequent to the reimbursement of customs duty, the Seller will submit to the concerned payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the pay Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund for the customs duty subsequent to the payment of duty to the customs authorities by him.
- (iii) In case the Seller obtains any refund of customs duty, subsequently to payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the payment authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

15. **Pre-Integrity Pact Clause:** Not applicable, as the tender value is less than 100 crores.

(d) **Octroi duty & Local Taxes.**

- (i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
- (ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

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 Guarantee.** The successful bidder (Seller) will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorised to conduct Government business (ICICI Bank, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 3% of the Contract within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty i.e. 12 months (12+02=14 months). The specimen of PBG is given in Form DPM-15 (available in MoD website and can be provide on request).
2. **Option Clause.** The contract will have 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 contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause.** The contract will have 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 supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the 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 20% 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).**
 - (a) 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 mandate form prescribed by the RBI to be submitted by the bidder for receiving payments through ECS is at Form DPM-11 (available on MoD website and can be provided on request). The payment will be made as per the following term on production of the requisite documents.
 - (b) 100% payment of the contract amount will be made on delivery and acceptance of complete items by the user. However, part payment can be allowed for stores/spares actually delivered by the supplier and accepted by the user as per DPM Para 7.8.1 on receiving request/ requisition from the supplier.
 - (c) Part Payment can be done twice only, on receipt of complete quantity of stores of each item against which vendor raised the bill.

6. **Advance Payments.**

- (a) No advance payment (s) will be made.

7. **Paying Authority. CDA Eastern Command, Patna**

The payment of bill will be made on submission of the following documents by the Seller to the Payment Authority alongwith the bill:-

- (a) Ink-signed copy of contingent bill/Seller's bill in duplicate.
- (b) Ink-signed copy of Commercial invoice/Seller's bill.
- (c) Copy of Supply Order.
- (d) CRVs in duplicate.
- (e) Inspection note.
- (f) 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.
- (g) Exemption certificate for Excise duty/Customs duty, if applicable.
- (h) Bank Guarantee for advance, if any.
- (j) Guarantee/Warranty certificate.
- (k) Performance Bank guarantee/Indemnity bond where applicable.
- (l) DP extension letter indicating whether extension is with or without LD.
- (m) Details for electronic payment viz Account holder's name. Bank name, and address, Account type, Account number, IFSC Code (If these details are not incorporated in supply order/contract).
- (o) Any other document/certificate that may be provided for in the Supply Order/contract.
- (p) Photocopy 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).

8. **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 the State government or any statutory undertaking of the Central or State government as the case may be during the period or till the performance of all Supply Order 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 by 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 in to with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority alongwith 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 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 under sub-clauses (i) (ii) (iii) and (iv) of sub Para (b) above details which are given below-“.

9. **Risk & Expense Clause.**

(a) Should the stores or any instalment 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 instalment thereof, the Buyer shall after granting the Seller 45 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 instalment 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 a 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.

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 value of the contract”.

10. **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.

(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 given 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.

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

(a) 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 upgradation/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, drawing 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 up gradation/alterations. The supplier is responsible for obtaining all is specification or relevant product specification needed to complete the supply order and ensure conformity of product required of prior to supplying the items.

(b) The specification of item should as per OEM specifications. In case of requirement the vendor should be able to produce quality check certificate of the spare from NABL or any other authorise Govt agency.

12. **OEM/DGQA Certificate.** In case the Bidder is not the OEM/OEM auth vendor, the registration certificate with Capacity Verification from DGQA is mandatory before opening of commercial bid.

13. **Earliest Acceptable year of Manufacture.** Supplies should be of latest manufacture, confirm to the current production standard and should have 100% of the defined life at the time of delivery. Quantity/life certificate will need to be enclosed with the bid.

14. **Transportation.** Stores in good condition will be delivered free at consignee premises.

15. **Packing and Aprking.** The following Packing and Aprking 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, transshipment, 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 books for lifting by crane/fork lift truck. Tags with proper Aprking shall be fastened to the special equipment, which cannot be packed.

(b) Spares/Goods be supplied in proper dust proofing/wooden packing cases.

16. **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 seller's country or 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 ie. 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 and inter changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

17. **Inspection Authority:** The stores shall be inspected at ESD Kankinara/ 507 ABW by BOO for items pertaining to local purchase/Aprket origin items if rejected will be removed from depot premises at the expense of the seller. The Stores will be provided for inspection within the delivery period.

- (a) **Inspection Authority.** CQAE/DGQA/ Bd of offrs as directed by accepting Offr. Any authorised Govt of India inspection agency (Inspection charge will be borne by vender).
- (b) **Facilities required.** To be intimated by the inspection Officer.

18. **Franking clause.**

- (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”.

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

- (a) The claims may be presented either: (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the packing list/insufficiency in packing, or (ii) on quality of the stores where quality does not correspond to the quality mentioned in the contract.
- (b) The quantity claim for deficiency of quantity shall be presented within 45 days of completion of JRI 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 45 days of completion of JRI acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not late than 45 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 and can be given on request).
- (d) The description and quantity for 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 the receipt of the claim at the seller’s 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.
- (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.

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

Except as otherwise provided in the invitation to the tender, the contractor/seller hereby declares that the goods, stores, articles sold/supplied to the buyer under his contract shall be of the best quantity and workmanship and new in all respects, and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract.

The contractor/seller hereby guarantees that the said goods/stores articles would continue to conform to the description and quality and aforesaid for a period of twelve months from the date of delivery of the said goods/stores articles to the buyer. If during the aforesaid period of 12 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 buyer in the behalf shall be final and binding on the contractor seller to rectify/replace by acceptable goods/stores/articles or such portion or/portions thereof as is found to be defective by the buyer within a reasonable period not exceeding three months or as may be allowed by the buyer in his description 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 /replaced from the date of rectification/replacement thereof otherwise the contractor/seller shall pay the buyer such compensation as determined by the buyer as may arise by reason of the breach of the warranty herein contained.

PART – V : OTHER DETAILS

1. **Evaluation Criteria** - Only those bids will be evaluated which are found to be fulfilling all the eligibility qualifying requirements of the RFP as per DPM 5.6.1 The broad guidelines for evaluation of Bids will be as given follows:-.

(a) Only those bids will be evaluated which are found to be fulfilling all the eligibility criteria.

(i) OEM/OEM auth vendor/DGQA Approved vendor with Capacity Verification.

(ii) Minimum two years of experience with annual turnover of at least 50% of tender amount for the said plant.

(b) The lowest bid will be decided upon the lowest price quoted by the particular Bidder as per the price format. L1 will be determined only on the Basic price in each item quoted and not on inclusive of all Taxes. Taxes levied by Central/State/Local Govt such as Excise duty, Vat, Service Tax etc on final product will not be used in evaluation criteria for L1 determination. These above mentioned taxes are to be quoted separately by the vendors.

(c) 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 duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty/ Excise Duty/Vat is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quote are firm and final and no claim on account of such duties will be entertained after the opening of tenders, If a Bidder chooses to quote a price inclusive of any does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price, Failure to do so may result in ignoring of such offers sumAprily. If a Bidder is exempted from payment of Customs 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 any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of any exemption which they may have. If any concession is available in regard to rate/quantum of customs duty/Excise duty/Vat, it should be brought out clearly, Stipulation like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a bidders who fail to comply 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 item I question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and Vat also.

(d) If there is discrepancy between the unit price and the total 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.

(e) The lowest Acceptable Bid will be considered further for placement of contract / Supply Order after completed 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.

(f) The Buyers also reserves the right to do appointment of quantity, if it is convinced that lowest bidder is not in a position to supply full quantity in stipulated time.

Note : Submission of the Bids (BOQ) will automatically be considered as acceptance of all the terms & Conditions mentioned at Part I to V of this RFP. Failure to complete the terms & conditions of RFP may result in rejection of Bid submitted by the bidder.

2. **Price Bid Format**. The commercial bid format is provided as **boq.xls** along with this tender documents at [GeM Portal](#). Bidders are advised to download this boq.xls as it is and quote their offer in the permitted column.

Station: ESD Kankinara

Dated : 28 Oct 2024

Sd/-x-x-x-x-x
(J S Vohra)
Colonel
Commandant
ESD Kankinara

BANK GAURANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY BOND**From :****Bank** _____

To,

The President of India

Ministry of Defence,

Government of India

New Delhi

Dear Sir,

1. Whereas President of India represented by the _____ministry of _____, Government of India (hereinafter referred to as buyer) have entered into a contract No _____ dated _____(hereinafter referred as the said contract) with M/s _____ (hereinafter referred as the said SELLER) for supply of goods as per contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to Rs. _____ which is 3% of the contract value in aggregate which will cover 3% of total contract value each for performance and warranty, to secure its obligations towards performance-cum-warranty to the buyers.

2. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to (3% of total Contract value) _____Rupees only at any one instance and 3% of total contract value in aggregate (Rupees-----only) under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract we shall not be entitled to ask you to establishment your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipts of such written demand.

3. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

4. We further agree that any such demand made by the Buyer on the bank shall be conclusive binding, absolute and unequivocal not with standing any difference or dispute or controversy that may exist or aeries between you and the seller or any other person

5. In no case shall the amount of this guarantee be increased.

6. This Performance –cum-warrantee guarantee shall remain valid for period until three month beyond the warranty period as specific in the contract i.e upto _____.

7. Subject to the terms of this bank guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of upto Rs____(3% of total contract value for breach/ failure to perform by the seller of any of the terms and condition of the contract related to performance clauses provided that upon invocation and payment of

each such claimed amount, issuing bank undertakes to reinstate the amount drawn without any requirement for notice amendment or other formality, so that, amount drawn without any requirement for notice, amendment or other formality, so that, subject to the other terms and condition hereof at all times prior to the Expiration date, Rs._____("Guaranteed Amount" i.e 3% of the obligations of the total contract value) shall be available for drawing by the Beneficiary hereunder to meet the obligations of the said guarantee for the Warranty clauses. Not with standing anything mentioned herein above, the total drawings under the Guarantee by the BUYER shall not exceed 3% of the total contract value (Rs._____ only). Partial drawings and multiple drawings under this bank guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 3 % or the total contract value(Rs_____ only) (Mention BG amount)

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of M/s_____. We undertake not to revoke this guarantee during the currency except with previous consent of Buyer in writing.

9. Notwithstanding anything contained herein above:

(a) Our liability under this Guarantee shall not exceed Rs. _____(Rupees_____ only (in word)

(b) This Bank Guarantee shall remain valid until 3 months from the date of expiry of warranty period of the contract, i.e upto_____(mention the date which is 3 months after expiry of the warranty period and the BG shall cease to be valid after_____ irrespective whether the Original Guarantees is returned to us or not.

(c) We are liable to pay guaranteed amount or any part thereof under this bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before_____(Expiry date)

Dated the _____day of _____(month and year)

Place:

Signed and delivered by _____(name of the bank)

Through its authorises signatory
(Signature with seal)

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. 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)

SCHEDULE OF REQUIREMENTS

			Appx 'B' (Refer Para 1 of Part II Section II of ESD Kankinara Qtn No 3000/B/2024-25/89/E3 (Prov) dt 28 Oct 2024).					
<u>QUOTATION NO :3000/B/2024-25/89/E3 (PROV) DATED 28 OCT 2024</u>								
<u>BID OPENING GIVEN TIME AS PER GeM PORTAL</u>								
S. No	Part No	Nomenclature	A/U	Qty	Basic Rate	GST		Total Price
<u>STORES FOR OBM 115 HP (MER)</u>								
1.	5036652	DAMPER LOWER(115 HP P-9)	Nos	2				
2.	2520416	O RING ADAPTOR STEM (MS SL NO-158)	Nos	2				
3.	C1120509	NUT, THROTTLE CONTROL LEVER SCREW (MS SL NO-77)	Nos	2				
4.	A13955734	HOSE , ECONOMIZER (MS SL NO-128)	Nos	2				
5.	2547254	O RING	Nos	5				
6.	5031118	STRAP(115 HP P-11)	Nos	9				
7.	5034283	WASHER((115 HP P-37)	Nos	5				
8.	5037047	CLIP(115 HP P-15)	Nos	14				
9.	5034286	BUSH(115 HP P-37)	Nos	2				
10.	5030850	PIPE EXHAUST	Nos	2				
11.	5031858	WASHER(115 HP P-7)	Nos	2				
12.	C2764941	GASKET, TRANSFER PORT COVER (MS SL NO-186)	Nos	2				
13.	5037177	CLIP(115 HP P-15)	Nos	2				
14.	5031786	BUSH SHIFT LEVER(115 HP P-37)	Nos	2				
15.	5030428	WASHER(115 HP P-10	Nos	2				
16.	5036891	CLIP(115 HP P-13)	Nos	5				
17.	5032877	NUT(115 HP P-29)	Nos	2				

18.	5030568	FETTING(115 HP P-28)	Nos	2					
19.	5031833	WASHER(115 HP P-3)	Nos	5					
20.	C1030225	SCREW, END CAP MOUNTING	Nos	2					
21.	5030930	COVER	Nos	2					
22.	C2423975	SPRING (MS SL NO- 96)	Nos	2					
23.	C5468424	CLAMP, FUEL LINE ATTACHING (MS SL NO-147)	Nos	2					
24.	C1154209	NUT, ROTOR SHAFT TO DISTRIBUTOR HOUSING (MS SL NO-	Nos	2					
25.	2328198	BUSHING	Nos	2					
26.	5033512	BOLT 16X50 MM(115 HP P-10)	Nos	2					
27.	A13954808	GASKET & PACKING SET CARBURATOR	Nos	2					
28.	5030122	HOSE(115 HP P-15)	Nos	2					
29.	C3254936	HOSE	Nos	2					
30.	5032814	HOUSING TILLER HANDLE	Nos	2					
31.	A65599A1	DIAPHRAGM ASSY (MS CAT SL-140)	Nos	2					
32.	1152901	LOCK NUT FLY WHEEL	Nos	2					
33.	5033024	HOSE(115 HP P-15)	Nos	2					
34.	5033622	HOSE(115 HP P-28)	Nos	2					
35.	37639	MOUNT	Nos	2					
36.	37640	MOUNT	Nos	2					
37.	C2526547	GROMMET, HIGH TENSION CABLE TO COIL (MS SL NO-46)	Nos	2					
38.	A3931293A1	BRUSH AND SPRING ASSY (MS SL NO-49)	Nos	2					
39.	A57247	STOP, RUBBER STARTER MOTOR (MS SL NO-100)	Nos	2					
40.	46096	MOUNT	Nos	2					
41.	31014	MOUNT	Nos	2					

42.	C1326996	LOCK WASHER, WIRING HARNESS CLAMP SCREW	Nos	2					
43.	A60096	BOOT, HIGH TENSION CABLE (MS SL NO-47)	Nos	2					
44.	A2130430A7	CHECK VALVE ASSY (MS CAT SL-139)	Nos	2					
45.	C2755896	GASKET, DISTRIBUTOR CAP	Nos	2					
46.	C2264704	FITTING, FUEL OUTLET (MS SL NO-144)	Nos	2					
47.	5033541	WATER PUMP REPAIR KIT (3 ITEMS=1SET) (CTLG P-27)	SET	2					
48.	5034540	SWITCH ASSY EMERGENCY	Nos	2					
49.	A13955405	REPAIR PART KIT (MS CAT SL-137)	Nos	7					
50.	3234395A1	HOSE TAIL 20-1/2 "	Nos	2					
51.	C3263146.	FUEL LINE ADAPTOR TO FUEL PUMP 05 (MS CAT SL-148)	Nos	2					
52.	A3322854	BOOT, HIGH TENSION CABLE TO COIL	Nos	2					
53.	5032853	LEVER SHAFT(115 HP P-37)	Nos	2					
54.	5033576	LEVER HOOK RR PORT(115 HP P-7)	Nos	2					
55.	5037169	WATER PUMP HOUSING(115 HP P-27)	Nos	2					
56.	5031777	SWITCH ASSY TRIM (115 HP P-37)	Nos	2					
57.	5031468	SENSOR, CAM POSITION	Nos	2					
58.	A3934312	ROTOR DISTRIBUTOR (MS CAT SL-42)	Nos	2					
59.	5034280	STEERING DAMPER ASSY	Nos	5					
60.	6L64593001	PROPELLER (3X13X17-KL)(P-59)	Nos	2					

(Items Sixty Only)

Sd/- x-x-x-x-x
 (VP Verma)
 AE (E/M)
 Offg OIC E3
 For Commandant

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 procurement at [GeM Portal](#) 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 [GeM Portal](#) 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.
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/SAprt 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. Bidders 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/SAprt Card to access DSC.
7. In case of open tender the regd dealers/the bidders invited to participate in the tender will received a notification through e mail wrt to tender and after log in the bidder selects the tender and moves it to “my tender”. 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 documents/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 inline through the tender site, or through the contract details 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 constructed 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 requirement 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 documents/schedule and generally, they can be in PDF/Xlx/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 2MB. 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 100dpi with black and white option. However, if the file size is less than 1MB the transaction uploading time will be very fast.

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 bidders 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 instrument.

18 The details of the DD/any other accepted instruments, 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 documents 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_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.

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 (i.e after clicking "Freeze Bid Submission" in the portal), the acknowledge 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 participant in the bid opening date.

24 The time setting 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 be 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's 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.

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 **GeM Portal** process, the bidders are requested to contact TIA as provided in the tender documents. The bidders for any further queries can also contact over phone: 1-800-233-7315 or send a mail over to **GeM Portal**

30 The undertaking to the effect that the terms and conditions stipulated in the tender documents are acceptable by the authorized signatory of the bidder's 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)

ADDITIONAL CHARGES/DISCOUNTS

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

OR

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

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

Dated :

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.