

PART I

ITEMS SPECIFICATION DOCUMENT: JCB 3DX SPARES

S No	Cat/Part No	Nomenclature	A/U	Qty	Remarks
1	61/1-61/VAL-3K0035	Bearing	Nos	2	
2	61/1-61/VAL-3K0032	Bearing	Nos	2	
3	61/1-61/VAL-3K0001	Gear with Splines	Nos	1	
4	61/1-61/VAL-3H0093	Pipe Assy	Nos	2	
5	61/1-61/VAL-3H0060	Brake Valve Assy	Nos	1	
6	02/200002	Liner	Nos	2	
7	1X0480	Hyd Pump seal	Nos	2	
8	9221	Gasket	Nos	2	
9	250843	Ring Rubber 'O'	Nos	2	
10	3023994	Seat	Nos	2	
11	68210	Gasket	Nos	2	
12	150612190	Pin	Nos	4	
13	700003032	O Ring	Nos	2	
14	123107	Washer	Nos	4	
15	43828	Clamp Hose	Nos	4	
16	AR32241944	Connection Fuel Drain	Nos	2	
17	1540314421	Spring	Nos	2	
18	S962E	Cock drain	Nos	2	
19	147901	Seal Cap Filter	Nos	2	
20	1547011140	Bolt	Nos	4	
21	173368	Seal	Nos	2	
22	158139	Element Filter	Nos	2	
23	1546012170	Element Filter	Nos	4	
24	186780	Seal	Nos	2	
25	164159	O Ring Cover	Nos	2	
26	61/1-61/VAL/10X467	Poppet	Nos	5	
27	61/1-61/VAL/357197X91	Elbow with O ring	Nos	2	
28	61/1-61/VAL/10X0480	Hand Pump Seal Kit	Nos	2	
29	61/1-61/VAL/357197X91	Elbow	Nos	2	
30	61/1-61/VAL/3H0150	Pump Control Bkt assy RH	Nos	2	
31	61/1-61/VAL/3H0151	Pump Control Bkt assy LH	Nos	2	
32	61/1-61/VAL/3H0803	Auxiliary Cable	Nos	2	
33	61/1-61/VAL/13B0225	Special Bolt Door	Nos	2	
34	61/1-61/VAL/RELAY	Relay	Nos	2	
35	61/1-61/VAL/10X454	Element	Nos	2	
36	61/1-61/VAL/3H0769	Hose Assy	Nos	2	
37	61/1-61/VAL/3H0725	Hose Assy	Nos	2	
38	61/1-61/VAL/10X985	Cup Bearing	Nos	2	
39	02/800772	Fan Belt	Nos	1	
40	02/800774	V belt Pair	Nos	1	
41	02/800960	Fan Belt	Nos	1	
42	750111056	Shaft Seal	Nos	1	
43	581/00012	Filter Element	Nos	1	
44	696/00442	Bush	Nos	1	
45	730/01041	Relay 12V	Nos	1	
46	04/800153	Seal	Nos	1	
47	04/800277	Backing Plate	Nos	1	
48	04/800288	Outer Piston Seal	Nos	1	

Note 1. Exact Sample alongwith its Cat/Part Number and its size and shape are available at sample room in unit location. Exact matching of Cat/Part Number as per sample is pre-requisite is qualify Technical Evaluation of Bid.

Note 2. Rate/Price of each product shall also be checked from open market / online to ensure rate reasonability.

Contd..2/-

PART II - GENERAL CONDITIONS

1. **Instructions and Conditions.** The Supplier shall take all steps necessary to ensure that all persons employed on the works by him / her have noted that the Indian Official Secret Act 1923 (XIX of 1923) is applicable to them and shall continue to be applied even after the execution of the works awarded by this headquarter.
2. **Pre -Dispatch Inspection.** A certificate that '**Each component in complete, has been inspected for worthiness and meets all specifications as given in the schedule II**', shall be given by the supplier, along with purchase voucher and test certificate of structural steel, PUF Panels and PPGI sheets.
3. **Final Inspection by Board of Officers.** On receipt of stores in the unit, final inspection shall be done by a formation board of officers as per instructions on the subject board. Paying officer/Fmn BOO has right to order independent testing of material if so desired, expenditure of which shall be borne by the Vendor. Testing shall be done at Govt. approved labs/IITs/NIITs/Govt Engg Colleges where such facility exists.
4. **Warranty.** The stores supplied against the supply order shall bear a warranty against defective materials and workmanship for a period of one year from the date of completion of the supply/del. In case of structural or manufacturing failure or defect in any component within the warranty period, the consignee shall inform the supplier for joint inspection. Within a period of one month of the receipt of such information, the rejected material shall be removed and replaced by the supplier at his own expense and no extra payment shall be made on this account.
5. **Deviations.** The supplier shall not make any addition, alteration or omission from the works as described in the documents which have been offered and accepted by the **102 Engineer Regiment, near 3 EME Centre, Bairaghras, Bhopal**. If in case any given detail is found to be in contrast to the sound engineering practice, it is the supplier's responsibility to bring out the same to the notice of the Commanding Officer and obtain written instructions on such amendments/clarification so as to produce a best product.
6. **Cancellation of Part / Full Quotation.** If in the assessment of Commanding Officer **102 Engineer Regiment, near 3 EME Centre, Bairaghras, Bhopal** (Accepting Officer) the rates quoted are not satisfactory for one or more circles then he has the right to cancel the bid in that particular circle code and go for re-tendering process again. The tender of balance circles may not be cancelled.
7. **Payment.**
 - (a) Payment will be made only on 100 % receipt of all stores of the shelter and satisfaction by a board of officers at designated location.
 - (b) All taxes/supplementary charges are deemed to be included in the quoted price.
 - (c) No advance payment shall be admissible without receipt of stores.
8. **Documents.** The following documents shall be prepared and submitted by the supplier to the paying authority along with the bill for making payment :-
 - (a) Ink signed copy of invoice.
 - (b) CRVs in duplicate
 - (c) Guarantee /warranty certificate, (if applicable)
 - (d) Purchase Vouchers of structural steel.
 - (e) Test Certificates of structural steel.
 - (f) Copy of Performance Bank Guarantee.
 - (g) Prescribed pre-stamped bills in triplicate.
9. **Performance Bank Guarantee.** Performance Bank Guarantee @ 3% of Supply Order amount in favour of Paying Officer as per prescribed format shall be deposited within 10 days from date of issue of supply order. Vendor shall ensure that PBGs to be submitted by them should preferably be sent to paying officer directly by issuing Bank by registered post (AD) PBG should remain valid for a period of sixty days beyond the successful completion of all obligations under supply order including warranty. Submission of PBG is mandatory for all successful **L1 Vendors** irrespective of the registration status of the firm. L1 vendor must revalidate Bank Guarantee, in case of grant of extension of delivery period (if any).
10. **Risk and Cost.** In the event of failure on the part of vendor to supply the full quantity in the time stipulated or within any extended period granted by the accepting officer or in the event of failure to supply on any account, the accepting officer shall have the right to cancel the supply order and obtain the undelivered supplies from other sources at risk and expense of the vendor. The vendor is liable to pay the additional amount spent by the department in procuring

the said stores though a fresh supply order i.e. the defaulting vendor has to bear the excess cost incurred as compared with the amount contracted with the vendor.

3

11. **NON-DISCLOSURE OF SUPPLY ORDER DOCUMENTS.** Except with the written consent of the Buyer, Seller shall not disclose the supply order or any provision, specifications, plan, design, pattern, sample or information thereof to any third party.
12. **Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.
13. **Penalty Clause.** In case the vendor/supplier fails to complete the supply within the stipulated time frame, penalty for delay @ 0.50percent of the value of the Supply Order will be charged for any delay **per week** or part thereof subject to maximum 10 percent. Accepting Officer reserves the right to cancel the sup order incase vendor fails to deliver store by delivery date as laid down in the SO.
14. **Litigation / Arbitration.** The timely supply of shelters as per the supply order by the vendor is of paramount importance for Operational reasons. Hence no time extension of any kind shall be granted except under natural calamities and un-expected circumstances. In case of non adherence of delivery period the supply order can be cancelled at the sole discretion of the **102 Engineer Regiment, Near 3 EME Centre, Bairagarh, Bhopal. No litigation or arbitration under any circumstances at any stage shall be applicable.** The decision of Commanding Officer **102 Engineer Regiment, Near 3 EME Centre, Bairagarh, Bhopal** shall be final and binding in all matters. **Vendors not willing for this pre-condition are advised not to participate in the tendering process.**
15. **Subletting, Transfer, Assigning the supply to other Agencies.** The firm shall not sublet, transfer, assign the supplies of the items given in Schedule I or any part thereof to any other firm. Any violation on this count shall render the offer / supply order to be cancelled and the security deposit/Performance Bank Guarantee forfeited.
16. **Rejection of Bids.** Canvassing by the bidder in any form, and unsolicited letter, conditional quotations will be rejected.
17. **Delivery.**
 - (a) Stores shall be delivered to different locations as mentioned in location **(102 Engineer Regiment, near 3 EME Centre Bairagarh, Bhopal (MP)).**
 - (b) Supply shall be deemed complete when store delivery is physically completed by due date and duly received by consignee unit at the specified location.
18. **Tolerance Limit.** Accepting officer reserves the right to increase or decrease 50% of the quantity of the required stores up to that limit without any change in terms and conditions and the rates quoted by the vendor to take care of any change in the requirement during the period starting from issue of quotation till placement of supply order. While placing the supply order, the quantity ordered can be increased or decreased by the accepting officer within this tolerance limit.
19. **Option Clause.** Accepting officer reserve the right to place an additional 50% of the original supply ordered quantity in accordance with the same rates, terms and conditions of the present supply order within the currency of supply order.
20. **GST and Other Taxes.** Firm will ensure that all taxes including GST and any other kind of taxes as applicable are paid at firm's end. This department will bear no liability for any dispute on this account. For all invoices issued on or after 1st July 2017, it is mandatory to mention GSTIN number. (Section 31 (3) (C) of GST Act, 2017). The invoices generated on or after 1st July without GST Number will be returned and supplier will be asked to submit fresh invoice with GST No. If the vendor is exempted from the registration in accordance with the CGST Act, a certificate from the contract concluding authority/supplier for seeking exemption from this condition, should accompany the bills. Therefore **“Vendor will provide invoice with GST No and in case vendor is exempted from GST, certificate of exemption from designated authority should be enclosed with invoice.”**
21. **Correspondence.** All correspondence shall be addressed to **102 Engineer Regiment, near 3 EME Centre, Bairagarh, Bhopal.**

22. Certificate of Acceptance of Terms & Conditions of RFP on firms Letter Head (Scanned and uploaded). The bidder shall certify for acceptance of all the tender conditions of the online RFP and furnish a certificate as per Appx. The certificate duly signed shall be scanned and uploaded. In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter be enclosed/uploaded.

23. Bank Details. The details mentioned below shall be filled by the firm before submission of quotations.

- (a) Bank Name :
- (b) Branch Name :
- Address :
- Telephone No :
- (c) 9-Digit Code Number of the Bank & Branch appearing on the MIGR cheque issued by the Bank.
- (d) Account type (S.B Account/Current account on cash credit) with code).
- (e) Ledger No/Ledger folio no.
- (f) Account number (As appearing on the cheque book).

24. Quotation for procurement of stores is hereby invited from Public Sector Undertaking, Firms, C&F Agents, Dealers and Manufacturers.

25. The Indian Official Secrets Act-1923 shall be applicable to all works/supplier and continue to be in vogue subsequent to execution/completion of work/supply.

26. All documents/ drawing/specification shall remain confidential and to be disseminated restrictively for the sole purpose of executing order. In this regard a certificate as per **Appendix "A"** attached shall be submitted.

27. The rate offered should be valid minimum for a period of **120 days** unless contrary provisions appear in quotation by the firm.

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

29. Documents Required to be submitted Online & Physically. The scanned copies of the following documents to be uploaded on GeM Portal of GOI :-

- (a) **Bid Security Declaration.** The bidder shall furnish a certificate regarding the non-withdraw or modify the bid during the period of validity. If the certificate is signed by legally authorized signatory, a copy of the authorization letter will be enclosed & uploaded online as well. The certificate duly signed shall be scanned and uploaded. In case of deviations, the bid shall be rejected. If any bidder withdraw or modify his bid during the period of validity, he (bidder) will be suspended for a period of one year.
- (b) **Tender Condition Acceptance Certificate.** The bidder shall certify for acceptance of all the tender conditions of the online RFP and furnish a certificate as per **Appendix "B"**. The certificate duly signed shall be scanned and uploaded. In case of deviations, the bid shall be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter will be enclosed & uploaded online as well.
- (c) **Technical Bid including Technical Specifications Acceptance Certificate.** A cert regarding acceptance of tech bid and tech specifications acceptance certificate duly signed be scanned and uploaded. All pages of the Additional Terms & Conditions (ATC) including all technical specifications of all items duly stamped & ink signed will be submitted. Same shall be scanned and uploaded online.
- (d) **Enlistment Letter of HQ 21 Corps** / any other formation in Southern Command or copy of OEM certificate or Registration Certificate of Department of MSME.
- (e) **No Outstanding Tax Liability Certificate.** GST/VAT/Tax/CST/Excise clearance certificate for last two years duly authenticated by CA.
- (f) **Banker's details** alongwith **NEFT Form** duly authenticated by bank manager.
- (g) Photocopy of **PAN Card of the firm and owner** duly self-attested.
- (h) **Registration of Firm/ Company.** Scanned copy of **proof of valid registration/renewal of registration and Tax Identification Number.**
- (j) **Performance.** Firms who have made supplies of the item in the past should submit their performance statement indicating details of stores name of the ordering Deptt quantity ordered, D/P (original) and quantity and dates of supplies made and should

enclose copies of inspection notes in support of supplies made. Firms not submitting their performance statement would be treated as untried.

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5

(k) **Undertaking Certificate**. The bidder will have to give an undertaking online that if the information/ declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage they will be liable to punitive action.

(l) Non Submission of any Documents mentioned above will make the bid liable to be **REJECTED**.

(m) Any editing to any Certificates, Terms and Conditions, Technical Specifications or any part of the tender while submission of bids; will lead to rejection of bid. Such bidder/ vendor will become liable for penal actions as per directions of HQ 21 Corps.

30. **Evaluation Criteria & Price Bid Issue**. The guideline for evaluation of bid will be as follows :-

(a) Only those bidder will be evaluated which are found for evaluation to be fulfilling all the eligibility and qualifying requirement of Bid docus and Additional Terms & Conditions.

(b) The lowest acceptable bid will be considered further placement of contract/ supply order (SO) after completed clarification and price negotiation as decided by the buyer. The buyer will have the right to award contract to different bidders for being lowest in the particulars items. The buyer also reserve the right to do apportionment of quantity, it is conceived that lowest bidder is not in position to supply full quantity in stipulated time

31. **Forwarding of Bids**. The **TECHNICAL BID** and the **COMMERCIAL BID** should be uploaded online by the bidder duly digitally signed by the legal owner of the firm or the person authorize by him to do so.

32. Quantity written in this quotation is approximate and it may vary as per requirement.

33. Should there be any dispute hereafter; the decision of CFA will be final and binding.

Appendix 'A'

CERTIFICATE

It is certified that our concern / establishment requires _____ copy / copies of Defence specification / Drawing in connection with the Bid No _____. It is further certified that the information contained in Technical Specifications, and other documents and that required in producing, supplying and inspection of defence stores will not be divulged / supplied / disclosed in any form to any outside agencies / person not authorized to receive the same without prior approval of the issuing authority.

Place :

Date :

(Name of Signatory in Block letters)
(Complete address of the firm and
Firm's seal)

Contd..6/-

TENDER CONDITIONS ACCEPTANCE LETTER
(to be given on Company letter pad)

Date:

To:

SUB : ACCEPTANCE OF TERMS AND CONDITIONS OF BID / TENDER

BID / 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 website namely _____ as per your advertisement, given in the above mentioned website.
2. I/We hereby certify that I/We have read entire terms and conditions of the bid / 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/organisation 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) or corrigendum(s) in its totality/entirely.
5. The Tech Bid and its enclosures(scanned copy of all pages of technical specifications including all enclosures and drawings duly stamped and ink signed on each page) as uploaded on the GeM portal.
6. In case any provisions of this tender are found violated, your department/organization shall be at liberty to reject this tender/bid and we shall not have any claim/right against deptt in satisfaction of this condition.

Enclosures : (As per Paragraph 5 above)

Place :

Date :

(Name of Signatory in Block letters)
 (Complete address of the firm and
 Firm's seal)

QUALITY ASSURANCE PLAN

1. **Quality.** The quality of the stores delivered according to the present Supply Order shall correspond to the technical conditions and standards or specifications enumerated as per QUOTATION 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 Supply Order shall be new i.e. not manufactured before (Year of Supply Order), 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.
2. **Quality Assurance.** After the Supply Order is finalized, the Seller would be required to provide the Standard Acceptance Test Procedure (ATP). Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
3. **Quality Control.**
 - (a) DGQA inspection and approval for quality desirable and will be resorted to when & if feasible.
 - (b) Accepting officer reserves the right to get any part tested for quality if he feels so. Cost of such testing will be borne by the supplier.
 - (c) The supplier will be responsible for quality of items used in fabrication as given in the technical specifications.
4. In case of manufactured items you should produce the proof of delivery by the original manufacturer of the items incorporated in the final product at the time of delivery. The goods used should be of ISI mark and specification. The bills will be produced for purchase of steel, aluminium, plywood, ceramic items, aluminium items, plumbing items etc. Any item/part may be sent to the original manufacturer or a test laboratory for the confirmation of genuineness of product and in case not found genuine the faulty item will be made good by the supplier. Ceramic items must be procured from the authorized dealers and the proof must be produced for purchase of the same accordingly.
5. **Raw Materials.** All raw materials used should be new and as per particular specification given in Technical Specifications. Test certificate for all raw materials will be produced by the seller.
6. **Inspection Authority.** The store will be subjected to an inspection to ascertain that they confirm to the specification as laid down in the technical specification. The costs incurred during inspection, if any (only for testing of material), will be borne by the Vendor / Supplier.
7. **The items supplied will be finally accepted on the approval of the Commanding Officer, 102 Engineer Regiment or by board of officers.**
8. **In case of failure of supply of items as per 'Specification and Quality Assurance Plan' by due date, the Commanding Officer reserves the right to cancel this supply order.**

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

Note:

 - (i) ***Please confirm that the store offered by you is exactly as required under tender enquiry description specifications/ drawings.***
 - (ii) ***In case there is any deviation the same shall be specifically stated.***