

DRAFT REQUEST FOR PROPOSAL

**INVITATION OF BIDS FOR CONSTRUCTION OF 02 X PRE-FABRICATED GUARD POSTS
AT APS DHAR ROAD UDHAMPUR (J&K)**

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below :-
 - (a) Bids/queries to be addressed to - Principal, APS Dhar Road
Udhampur (J&K)-182101
 - (b) Postal address for sending the Bids - APS, Dhar Road
Udhampur (J&K)-182101
 - (c) Name/designation of the contact personnel - Ramditta
Adm Supvr
APS, Dhar Road
Udhampur (J&K) - 182101
 - (d) Telephone numbers of the contact personnel - Adm Supvr – 7006551871
 - (e) E-Mail address - apsdharroad@gmail.com
3. 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 Requirement (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 of RFP, which will form part of the Contract with the successful Bidder.
 - (e) **Part V** - Contains Evaluation Criteria and Format for Price Bids.
4. 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.


Yours' faithfully
(Principal)

Enclosures: Part I to V.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** 26 Dec 2023
(Date to be mentioned in terms of DD MM YEAR)

(The sealed Bids (both technical and commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder).

2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids.** 27 Dec 2023

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of Tender Box.** - APS Dhar Road,
Udhampur (J&K) -182101

(Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid).

5. **Place of opening of the Bids.** - APS Dhar Road
Udhampur (J&K) -182101

(Bidders may depute their representative, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative).

6. **Opening of Tenders Under Double Bid System.** The following procedure should be followed for opening of tenders:

(a) All the tenders received on time should be opened in the presence of authorized representatives of the tenderers at the prescribed time, date and place by the official/Tender Opening Committee, to be nominated by the CFA in advance. The authorized representatives, who intend to attend the tender opening, would be required to bring with them letters of authority from the tenderers concerned.

(b) The tender opening official/committee should announce the salient features of the tenders like description and specification of the goods, quoted price, terms of delivery, delivery period, discount if any, whether EMD furnished or not and any other special feature of the tender for the information of the representatives attending the tender opening.

(c) After opening, every tender should be numbered serially, initialed, and dated on the first page by the official(s) authorized to open the tenders. Each page of the price schedule or letter attached to it shall also be initialed by them with date, particularly the prices, delivery period etc., which should also be circled and initialed indicating the date. Blank tenders, if any, should be marked accordingly by the tender opening officials.

(d) Alterations in tenders, if any, made by the tenderers, should be initialed with date and time by the official(s) opening the tenders to make it perfectly clear that such alteration were present on the tenders at the time of opening.

(e) Wherever any erasing or cutting is observed, the substituted words should also be encircled and initialed with date and time to make clear that such erasing/ cutting of the original entry was present on the tender at the time of opening.

(f) The tender opening official(s) should prepare a list of the representatives attending the tender opening and obtain their signatures on the list. The list should contain the representatives' names and the corresponding tenderers' names and addresses. The authority letters brought by the representatives should be attached with this list. This list should be signed by both the tender opening official(s) with date and time.

- (g) An on-the-spot report containing the names of the tenderers (serial number wise) salient features of the tenders, as read out during public opening of tenders should be prepared by the tender opening official(s) duly signed by them with date and time.
- (h) The tenders, which have been opened, the list of the representatives attending the tender opening and the on-the spot report should be handed over to the nominated officer of the procuring agency and ack obtained for the same.
7. **Forwarding of Bids.** Bids should be fwd by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, GST/CGST No, Bank address with EFT account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 02 days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be set to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchase not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification Regarding Contents of the Bids.** 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.
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.** Bidder 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 the RFP.
13. **Validity of Bids.** The Bids should remain valid till 30 days (Date) from the last date of submission of the Bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of ₹ 6,500/- (**Rupees Six Thousand Five Hundred only**) alongwith their bids. The EMD may be submitted in the form of an Account Payee Demand Draft in the name of **The Chairman, APS Dhar Road, payable at Udhampur**. Fixed Deposit, Receipt, Banker's Cheque or Bank Guarantee form any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (available in MoD website and can be provided on request). EMD is to remain valid for a period of forty five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by those Bidders who are registered for the same item/range of products/goods or services with the Central Purchase Organisation (e.g. DGS&D), 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.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** List of items/services required is as follows:-
 - (a) Details of items with quantity - As mentioned in Technical Bid
 - (b) Technical specification - As mentioned in Technical Bid
2. **Technical Details.**
 - (a) Technical Specification - As mentioned in Technical Bid
 - (b) Requirement of training/on-job training - NA
 - (c) Requirement of installation/commissioning - NA
 - (d) Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trials (HAT) and Sea Acceptance Trials (SAT) - NA
 - (e) Requirement of Technical documentation for changes carried out on hardware and software of documentation (Technical the equipment and Operators manual) will be provided. - All necessary changes
 - (f) Nature of assistance required after completion of warranty - NA
 - (g) Requirement of pre-site/equipment inspection - NA
 - (h) Any other details, as considered necessary - NA
3. **Two Bid System.** Two bid system will be followed. Bids should normally be obtained in two parts as follows:-
 - (a) Technical bid consisting of all technical details along with commercial terms and conditions.
 - (b) Financial bid indicating item-wise price for the items mentioned in the technical bid and all other commercial terms and conditions.
4. **Delivery Period.** Delivery period for supply of items would be maximum **50 (Fifty)** days from the effective date of contract. 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 applicability of LD clause.
5. **INCO TERMS for Delivery and Transportation.** - Delivery at APS Dhar Road loc.
6. **Consignee Details.** - Army Public School, Dhar Road, Udhampur-182101

PART III – STANDARD CONDITIONS OF REP

1. **Law.** The Supply Order 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 Supply Order.** Normally the Supply Order 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 too and specially indicated/ provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes 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 amicable, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (The same can be downloaded from MoD website).
4. **Penalty.** 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 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 nay 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 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 amount 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 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 contract concluded earlier with the Government of India.
6. **Access to Books Account.** 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 sellers 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, with hold 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 the Supply Order.** The buyer will 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 (07 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 of Force Majeure by more than (03 months) provided Force Majeure clause is included in 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/air mail, 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, copyright, registered charges, trademarks and payments for any other industrial property rights. The seller shall indemnify the buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact infringement of any or all the right 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) **In case of Foreign Seller** - NA.
 - (b) **In case of Indigenous Seller:-**
 - (i) **General:-**
 - (aa) If bidder desires to ask for excise duty or sales tax/VAT extra, the same must be specifically stated. In the absence of any such stipulate on, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ab) 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 entertained after the opening of tenders.

(ac) 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 summarily.

(ad) 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 leviable 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.

(ae) 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.

(ii) **Customs Duty.** Not applicable.

(iii) **Exercise Duty.** NA

(iv) **Sales Tax/VAT.**

(aa) If it is desired by the bidder to ask for sales tax/vat 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 and no liability of sales tax will devolve upon the buyer.

(ab) On the bids quoting sales tax extra, the rate and the nature of sales tax applicable at the time of supply should be shown separately. Sale tax 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 sales tax and the same is payable as per the terms of the contract.

(v) **Octroi Duty & Local Taxes.**

(aa) 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 authorized 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.

(ab) 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.

15. Pre-Integrity Pact Clause. NA

PART IV-SPECIAL CONDITIONS OF RFP

The Bidder is required to give to 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 Indigenous cases.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.
2. **Option Clause.** NA
3. **Repeat Order Clause.** NA
4. **Tolerance Clause.** To take case of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 10 % 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 increase 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 made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate from 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 as per the following terms on production of the requisite documents:-
 - (a) 100% after completion of the work and acceptance of quality of work by the management.
6. **Payment terms for Foreign Sellers** NA
7. **Advance Payments.** NA
8. **Paying Authority.**
 - (a) **Indigenous Sellers.** The payment of bills will be made on submission of the following documents by the Seller to the Payment Authority along with the bill:-
 - (i) Ink-signed copy of contingent bill/Seller's bill.
 - (ii) Ink-signed copy of Commercial invoice/Seller's bill.
 - (iii) Copy of supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - (iv) CRVs in duplicate.
 - (v) Inspection note.
 - (vi) 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 application.

- (vii) Exemption certificate for Excise duty/customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee/ Warranty certificate.
- (x) Performance Bank guarantee/Indemnity bond where applicable.
- (xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xii) Details for electronic payment viz Account holders 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.
- (xiii) Any other document /certificate that may be provided for in the supply Order/Contract.
- (xiv) User Acceptance.
- (xv) Xerox copy of PBG.

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

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons / Organisation including the purchaser or any department of the Centre government or any Department of state government or any statutory undertaking 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 completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Deptt. of central Govt, or any Department of the State Government or any Statutory undertaking of the centre 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 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 the Seller.
- (ii) Sale of good as original equipment at price lower than lower than the prices charged from normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

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

10. **Exchange Rate Variation Clause.** NA.

11. **Risk & Expense clause -**

(a) Should the stores or any installment thereof not be delivered with 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 liquidated damages as a remedy for breach of contract, to declare the contract as canceled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications/parameters provided by the SELLER during the check proof tests to be 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.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be over the contract price appropriate to such default of balance shall be recoverable from the SELLER. Such recoveries shall not exceed of the value of the contract.

12. **Buy-Back offer.** NA.

13. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder- The seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be 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 adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within fifteen days of affecting such upgradation/alterations.

14. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

15. **Export License.** NA.
16. **Earliest Acceptable Year of manufacture.** Quality/Life certificate will need to be enclosed with the Bill.
17. **Buyer Furnished Equipment.** The following equipment will be provided by the Buyer at his expense to the Seller.
18. **Transportation.** The Transportation will be done by road to Dhar Road, Udhampur.
19. **Air lift.** NA.
20. **Packing and Marking.** The following packing and marking clause will form part of the contract placed on successful Bidder:-

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, 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 hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

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

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

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

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

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- (i) EXPORT
- (ii) Contract No _____
- (iii) Consignee _____
- (iv) Port / airport of destination _____
- (v) Ultimate consignee _____
- (vi) SELLER _____
- (vii) Package No _____
- (viii) Gross/Net Weight _____
- (ix) Overall dimensions/volume _____
- (x) The Seller's marking.

(f) If necessary, each package shall be marked with warning inscription :<Top>, "Do not turn over", category of cargo etc.

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

21. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for 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.

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

23. **Inspection Authority.** The Inspection will be carried out by the Board of officers.

24. **Pre-Dispatch Inspection.** NA.

25. **Joint Receipt Inspection.** NA.

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

(a) **Franking Clause in the case of Acceptance of Goods.** "The fact 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 right 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 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 buyer under the terms and conditions of the contract"

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

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

(b). The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

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

28. **Warranty:** -

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

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of from the date of delivery of the said goods stores/articles to the Buyer or from the date of shipment/ despatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods / stores / articles, if during the aforesaid period of 12/14 months the said goods / stores / articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

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

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

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

29. **Product Support.** The following Product Support clause will form part of the contract placed on successful Bidder: -

(a) The Seller agrees to provide Product Support for the stores, assemblies/sub assemblies, fitment items and consumables, Special Maintenance Tools (SMT)/Special Test Equipments (STE) subcontracted from other agencies/manufacturer by the Seller for a maximum period of twelve months including twelve of warranty period after the delivery of the stores.

(b) The Seller agrees to undertake Maintenance Contract for a maximum period of 12 months, expendable till the complete Engineering Support Package is provided by the Seller.

(c) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(d) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(e) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of twelve as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

30. **Annual Maintenance Contract (AMC) Clause** : The following AMC clause will form part of the contract placed on successful Bidder :-

(a) The Seller would provide comprehensive AMC for a period of **01 Yr.** The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:-

(i) **Preventive Maintenance Service.** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional check ups and minor adjustments/ tuning as may be required.

(ii) **Breakdown maintenance Service:** In case of any breakdown of the equipment /system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

(b) **Response Time.** The response time of the seller should not exceed 48 hours from the time the breakdown intimation is provided by the buyer.

(c) Serviceability of 80% per year is to be ensured. This amounts to total maximum downtime of 15 days per year. Also un-service-ability should not exceed 07 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(d) Maximum repair turnaround time for equipment/system would be 10 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(e) Technical Documentation: all necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

(f) During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 01 months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

31. **Engineering Support Package (ESP) Clause.** NA.

(a) **Field Repairs.** NA.

(b) **Base Overhaul.** NA.

PART V- EVALUATION CRITERIA

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

(i) In cases where only indigenous bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the bidders will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of Bids.

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

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

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

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

(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 quoted 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 duty and 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 summarily. 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 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. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other bidders. The same logic applies to customs duty and vat also.

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

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

(f) The buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 2%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of price bids.

(g) The lowest acceptable bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The buyer will have the right to award contracts to different bidders for being lowest in particular items. The buyer also reserves the right to do apportionment of quantity, if it is convinced that lowest bidder is not in a position to supply fully quantity in stipulated time.

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

SAMPLE FORMAT FOR COMMERCIAL BID (ON LETTER PAD OF VENDOR)

GST No : -----

(NAME OF FIRM WITH ADDRESS)

COMMERCIAL BID

Reference your RFP No 320/APSDR dated ___ Dec 2023.

I. No.	Item Description for one classroom	Details	Qty	Rate	Amount
	SPECIFICATION FOR PREFABRICATED SECURITY CABIN (8'x 8')		02		
1.	Portable Platform supply of false floor platform will be made out of MS pipe of size 72x72x2 mm and 60x40x2 mm with grid system and with 18 mm				
2.	Wall (E.P.S. panels)- The internal & external walls will be made E.P.S. composite panels of 72 mm thick comprising of both side sand coated Galvanized iron sheet of 0.5 mm thick with the insulation of 72mm thick e.p.s insulated of density 16+2kg/CUM comically pasted and pressed with all necessary changes as per				
3.	Roof (E.P.S. panels)- The roof will be made E.P.S. composite panels of 72 mm thick comprising of both side sand coated Galvanized iron sheet of 0.5 mm thick with the insulation of 71mm thick e.p.s insulated of density 16+2kg/CUM comically pasted and pressed with all necessary changes as per				
4.	Paint-Paint-the building will be finished in texture on the outside and tractor emulsion paint on the inside walls of any desired shed with two coat of putty.				
5.	Electrical-Supply and installation of electrical as per site requirement (All Switches & Sockets-Make-Orpat modular type, Cables Make-Kalinga				
6.	Window-Supply and installation of aluminum PPC) powder coated type windows with 5mm clear normal glass (3'x3' x 1 nos sliding windows)				
7.	Flush Door-Supply and installation of door will be commercial flush type including all necessary fitment and locks with door closed as per drawing.				
8.	Transportation+ (Loading & Unloading)				

SAMPLE FORMAT FOR TECHNICAL BID (ON LETTER PAD OF VENDOR)

GST No : -----

(NAME OF FIRM WITH ADDRESS)

TECHNICAL BID

Reference your RFP No 320/APSDR dated ___ Dec 2023.

Sl. No.	Item Description for one classroom	Specification of item offered	Compliance to RFP specification whether Yes/No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
SPECIFICATION FOR PREFABRICATED SECURITY CABIN (8'x 8')				
1.	Portable Platform supply of false floor platform will be made out of MS pipe of size 72x72x2 mm and 60x40x2 mm with grid system and with 18 mm. All branded material to be used for construction of the pre-fabricated structure.			
2.	Wall (E.P.S. panels)- The internal & external walls will be made E.P.S. composite panels of 72 mm thick comprising of both side sand coated Galvanized iron sheet of 0.5 mm thick with the insulation of 72 mm thick e.p.s insulated of density 16+2kg/CUM comically pasted and pressed with all necessary changes as per			
3.	Roof (E.P.S. panels)- The roof will be made E.P.S. composite panels of 72 mm thick comprising of both side sand coated Galvanized iron sheet of 0.5 mm thick with the insulation of 71mm thick e.p.s insulated of density 16+2kg/CUM comically pasted and pressed with all necessary changes as per			
4.	Paint-Paint-the building will be finished in texture on the outside and tractor emulsion paint on the inside walls of any desired shed with two coat of putty.			
5.	Electrical-Supply and installation of electrical as per site requirement (All Switches & Sockets-Make-Orpat modular type, Cables Make-Kalinga			
6.	Window-Supply and installation of aluminum (PPC) powder coated type windows with 5mm clear normal glass (3'x3' x 1 nos sliding windows)			
7.	Flush Door-Supply and installation of door will be commercial flush type including all necessary fitment and locks with door closed as per drawing.			

Following details are also required to be submitted by the vendor/Firm: -

- (a) Aadhar Card No -
- (b) PAN Card No. -
- (c) GST Registration No. -
- (d) Experience in the field -