



**India Trade Promotion Organization
Store Division
Prantik Building, Near Gate No.-1,
Pragati Maidan, New Delhi – 110001
Telephone No. 011-23378645/23371783
Fax No. 23371492**

Short Notice Inviting E-Tender (E-NIT)

T e n d e r N o . : 263-ITPO (16)/ST/2009-2016

**TENDER NOTICE
FOR
PROCUREMENT, INSTALLATION, AND COMMISSIONING
OF
FIRE FIGHTING EQUIPMENTS AT ITPO, PRAGATI MAIDAN**



Short Notice Inviting E-Tender (E-NIT)

No.: 263-ITPO(16)/ST/2009-2016

Dated: 25/10/2016

Sub: E-TENDER NOTICE FOR PROCUREMENT, INSTALLATION, AND COMMISSIONING OF FIRE FIGHTING EQUIPMENTS AT ITPO, PRAGATI MAIDAN-REG.

I. Instruction to Bidders:

- a. India Trade Promotion Organisation (ITPO) invites online bids through two bid system (Technical and Commercial) for “procurement, installation, and commissioning of fire fighting equipments at ITPO, Pragati Maidan” from interested, financially sound, inline, experienced, reputed and capable Original Equipment Manufacturers / Authorized Distributors, who fulfills the eligibility criteria of Tender Document and operating their business in Delhi and NCR. Manual bids shall not be accepted.
- b. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and the same can be downloaded. However, the documents required, such as two DDs towards Cost of Tender and Earnest Money Deposit (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Store Division, Prantik Building, ITPO, Pragati Maidan, before the close of time for submitting the e-tender.
- c. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATA SHEET as under.

INDICATIVE CRITICAL DATA SHEET:

Tender Notice No.	263-ITPO(16)/ST/2009-2016
Published Date	25/10/2016
Bid Document Download/Start Date and Time	25/10/2016, 10 a.m.
Bid Submission Start Date	25/10/2016
Bid Submission End Date and Time	01/11/2016 and 02.00 p.m.
Opening of Technical Bids and Time	01/11/2016 and 02. 30 P.m.
Communication Address	Manager, Stores Division, Prantik Building , Pragati Maidan New Delhi-110001
Feel free to Contact regarding query, if any	Desk No.: 011-2337 1783/8645
To get the copy of tender documents	kindly visit the <u>tender section</u> of corporate website (http://www.indiatradefair.com)

- d. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- e. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) will be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- f. Tenderers, who have downloaded the tender from the **ITPO's** web site www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD will be forfeited and tenderer is liable to be banned from doing business in future with .
- g. Intending Tenderers are advised to visit once again website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- h. E M D and Tender Cost:**
Earnest Money Deposit and Tender Cost are to be deposited electronically by NEFT/RTGS in the account of at the below mentioned details or DD in favour of India Trade Promotion Organisation payable at New Delhi. Bidders are required to submit the details of EMD & tender cost at the time of Bid Preparation.

BANK Details for E M D Payment and tender cost through NEFT/RTGS:

Sr. No.	Name of the Beneficiary	:	India Trade Promotion Organisation (ITPO)
01	Name of the Bank	:	Central Bank of India
02	Branch Address	:	Pragati Maidan, New Delhi-110001
03	Account No.	:	1167404133
04	Type of Account	:	Saving
05	RTGs Code	:	CBIN 0284078
06	MICR Code	:	110016150
07	PAN No.	:	AAATI2955C

- i. The Hard Copy of original instruments in respect of earnest money & tender cost, must be delivered to the Manager(Store), Prantik Building, India Trade Promotion Organisation, Pragati Maidan, New Delhi — 110001 (India) on or before bid opening date/time as mentioned in critical date sheet. Tenderers shall likely to be liable for legal action for non-submission of original payment instruments, like DD/RTGS etc., against the submitted bid.
- j. Bids will be opened as per date/time as mentioned in the **Tender Critical Data Sheet**. After online opening of Technical-Bid, the results of their qualification as well Price-Bid opening will be intimated latter.

Submission of Tender:

The tender shall be submitted online in Two parts", viz., technical bid and financial bid. All the pages of bid being submitted must be signed wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/E-mail shall not be considered. No correspondence will be entertained in this matter.

Technical Bid (Check list):

The following documents are to be self attested and furnished by the Contractor along with Technical Bid (Annexure-I), Schedule of Requirement (Annexure-II) and Un-priced version bill of Material (Annexure-III) as per the tender document (As applicable):

- i) Scanned copy of valid registration certificate, experience certificate like award of work order/Supply Order, PAN No. as per the Tender documents.
- ii) Scanned copy of previous three years Income-tax / latest VAT Clearance Certificate, TIN No, Service Tax No. Certificate
- iii) Scanned copy of Balance sheet plus profit and loss account of last three years audited by certified CA.
- iv) Scanned Copy of ISO Certificate and other Technical Capability Certificate (CE, BIS, ISI), if any
- v) Scanned copy of documents like Earnest Money Deposit & Tender Cost.
- vi) Scanned copy of Tender Acceptance Letter (Annexure-IV)
- vii) Scanned Copy of blacklisting certificate in this regard (Annexure--V)
- viii) Scanned copy of unqualified undertaking for accepting the terms and conditions, and technical specifications (Annexure-VI)
- ix) Scanned copy of affidavit in case of Authorized Dealer/Distributor

Price Bid/Financial Bid:

- (a) Price bid undertaking (Annexure-VII)
- (b) Schedule of price bid in the form of pdf. Format. (Annexure-VIII)

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bid electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders on registering into the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids through online on the CPP Portal. More information useful for submitting through online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / n-Code / e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs into the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender- ID assigned against each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date & time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "off-line" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD & tender cost as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their

respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. 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/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after opening the tender by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Date: 25/10/2016

Manager (Stores)

Place: New Delhi

SCHEDULE OF REQUIREMENT:

Sr. No.	Description of Items	Qty. In Nos. / Unit	Indian Standard Code Remarks
01	Fire Helmet	10	Comprising Indian Standard 2745
02	Hand controlled London pattern branch pipe	01	Pressure tested 21 kgf/cm ²
03	Diffuser branch pipe	01	Comprising Indian Standard 2871
04	Foam making branch-10X	02	Comprising Indian Standard 2097
05	Aqueous Film forming (30 ltr. each)	10	Comprising Indian Standard 4989
06	Self contained closed circuit breathing apparatus sets	02 with 04 spare cylinders	Comprising Indian Standard 10245
07	Firemen Axe	10	Comprising Indian Standard-0926
08	Megaphone	05	---
09	Weighing machine	02 KG-01 O-100 KG-01	---
10	Purchase of new fire extinguishers	30	Comprising Indian Standard 6234
	a) Water type fire extinguishers (9 ltrs. Capacity)		
	b) Co2 type fire extinguishers (4.5 kgs Capacity)	20	Comprising Indian Standard 2878
	c) ABC Type fire extinguishers (5 kgs Capacity)	30	Comprising Indian Standard 14609
	d) Mechanical foam type fire extinguishers (9 ltrs. Capacity)	20	Comprising Indian Standard 15397
	e) Co2 type fire extinguishers (22.5 kgs Capacity)	20	Comprising Indian Standard 2878
	f) Fire delivery hose pipe (15 meter length)	30	Comprising Indian Standard 8423 (as replacement of discarded hose pipes)
11	Hydrant coupling washer	200	Comprising Indian Standard 937

TECHNICAL ELIGIBILITY CRITERIA (CHECK LISTS):

The preliminary evaluation will be done on the following parameters based on proof of documents submitted along with the tender and offers from firms not conforming to any of these parameters or not supported by proof of document will be rejected:

S. No.	Parameters	Remarks
1	Sales /Turnover:	The sales volume/turnover for the past 3 years shall be submitted. Documentary evidence like audited balance sheet and profit-loss account for the same not less than at minimum turnover ₹ 10.00 lac or above in this regard is essential for manufacturing/ authorized dealer/distributor and should be attached with bid application.
2	Net Profit:	The Firm should have earned profit during each of the last three years
3	Experience:	The bidding firm should have at least three years of similar experience in the field of procurement, installation, commissioning and maintenance of fire fighting systems/equipments, to any government and big private firms, for which attested photocopies of rate contracts/Award of works/Supply order/Purchase Order are to be enclosed.
4	Own Business office and service centre in Delhi/NCR:	The firms should have its own office, manufacturing unit and service centre functioning in Delhi-NCR only. Under no circumstances, the agency, outskirts of Delhi-NCR could be considered at all.
5	Valid Registration under Shops and Establishments Act or any other equivalent authority	The Firm should get registered itself in Delhi/NCR Delhi under the Shops and Establishment Act or any other equivalent authority. The date, year and registration authority along with registration certificate should be attached.
6	Assesses of Income Tax & Registration under Service Tax Act	The Firm should have filed Income Tax Returns during last three Assessment years in case of Manufactures/authorized Distributors/Dealers and should have registration for Service Tax.
7	Registration under other authority.	PAN/TAN & TIN of the firm / Director, scanned certificates are to be enclosed.
8	Registration under sales tax authority.	Copy of Latest VAT Assessment/Clearance of both manufacturer/ authorized dealer/distributor.
9	Cost of tender cost and EMD/Bid Security	The bidder has to enclose two crossed bank demand drafts of prescribed amount, drawn on any scheduled commercial bank, in favour of India Trade Promotion Organization, payable at New Delhi.

10	E-Payment:	The bidder should have a bank account with any scheduled bank for monetary transaction.
11	Undertaking for Quality Control System/ Technical Assurance Certificate	Copy of certificate pertaining to ISO, BIS, CE and ISI etc. are to be uploaded with bid application
12	Registration in SSI/State District Industry/ NSIC/MSME authority in case of manufacture.	Copy of certificates in respect thereof are to be uploaded with bid application
13	Undertaking for proof of authorised Distributors/ Dealers	For authorised Distributors, a copy of agreement certificate/affidavit on stamp paper, to this effect, indicating Authorized Distributors/Dealers is mandatory to be enclosed

II. General Terms and Conditions:

1. Content of Bidding Documents:

The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders (ITB);
- (b) General Terms and Conditions;
- (c) General Conditions of Contract (GCC);;

2. Bid Document - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Applicable Law - means all relevant laws in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

5. "ITPO" - ITPO means India Trade Promotion Organization.

6. "Original Equipment Manufacturer (OEM)" or Authorised Distributors/Dealers of OEM may also apply. For authorised Distributors, a copy of agreement certificate/affidavit on stamp paper, to this effect, indicating Authorized Distributors/Dealers is mandatory to be enclosed.

7. Intending suppliers should furnish details about their firm as per manufacturer's profile/Technical Profile Technical Offer (TO) (**Annexure - I**). It is mandatory to submit the technical details in the prescribed pro-forma duly filled in, along with your offer.

The Technical Offer (TO) must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. It should not contain any price information. However TO should confirm that all required rates have been quoted in Price Bid, without showing the actual amounts in the TO.

8. Clearance Certificate:

The bidder shall be responsible to take all clearances, certificates, licenses and should comply with all statutory obligations required for undertaking/providing services with regard to the transportation and supply, installation and commissioning of fire fighting equipments at various specified locations within Pragati Maidan.

9. This Tender Document 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 Tender Notice, should it become necessary at any stage.

10. ITPO reserves the right to relax/withdraw/amend/modify any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

11. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

12. Unwillingness to quote:

Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting bidder may be deleted for the given range of items as mentioned in this Tender Notice/Document.

13. The rates should strictly be in accordance with the specifications and terms specified in the Tender Form. Submission of incomplete Tender or for different specifications other than the specifications mentioned in the Tender Form shall be 'rejected'.

14. The Tenderer shall sign at the space specified as a token of acceptance of these terms and conditions, which shall be final and legally binding on him in totality.

15. Cost of Tender:

Tender Enquiry can be downloaded from our corporate website wherein the payment of Rs. **1050/-** (Rs. 1000 /- + 5%) (Rupees one thousand fifty only) will be submitted through crossed Demand Draft. The Demand Draft must be in favour of India Trade Promotion Organisation, payable at New Delhi drawn on any scheduled commercial bank.

16. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 20,000/- (Rupees twenty thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, drawn in any scheduled commercial bank in favour of India Trade Promotion Organisation, payable at New Delhi.

17. 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 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 bearing any interest whatsoever, after the receipt of Performance Security Deposit from them called for in the contract.

18. PROCESSING FEE/ TENDER COST and EMD:

- i. The processing fee/tender cost is non-refundable.
- ii. The EMD is non-interest bearing.
- iii. Processing fee and EMD should be part of Envelope -1.
- iv. The EMD shall be forfeited in case the firm does not fulfill/ produce the documents/promises made before this office or any committee constituted by this Organisation for this purpose

19. DGS&D, MSME, SC/ST ENTREPRENEUR:

Suppliers registered under DGS&D, Micro Small Medium Enterprise (MSME) and SC/ST Entrepreneurs are encouraged to apply for the tender. If the bidder is a Micro, Small, Medium Enterprise (MSME) or SC/ST Entrepreneur, then this should be declared while filling the company details in the online bidding process. Supporting documents should also be submitted along with other documents for relaxation of tender cost and EMD.

20. Amendment of Bidding Documents:

- a. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- b. All prospective bidders who have received the bidding documents will be notified of the amendment in writing, which will be binding on them.
- c. In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

21. Language of Bid:

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language.

22. Submission of samples, if required, for all items indicated in the schedule of requirements. The maker, model of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the technical un-priced bid without indicating the pricing components.

23. Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

24. Priced Bid/Commercial Offer:

The priced bid shall comprise the price component indicating the Unit prices for each and every item indicated in the schedule of requirements.

- (a) The prices quoted must be per unit as shown in the Schedule.
- (b) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the prices quoted in word and figures, the price quoted in words will be treated as final.
- (c) The price quoted by the tenderers should be exclusive of applicable statutory Tax/Duties. However, the applicable Duty & Tax payable should be quoted separately in the schedule enclosed.
- (d) Quoted prices should be firm and inclusive indirect/incidental charges such as cartage/transportation, labour charges, octroi, packiaging freight and forwarding charges, handling charges, loading and unloading charges, insurance charges etc. incurred by the supplier for successful delivery at designated address within ITPO, Pragati Maidan, New Delhi
- (e) The prices once accepted by this office shall remain valid till the successful execution of the order and till supplies is fully effected and accepted from the date of acceptance of tender. The ITPO shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty.
- (f) The Price Bid should contain relevant price information and the rates should be quoted **in Indian Rupees** only.
- (g) The Price Bid should not contradict the Technical Bid in any manner. The Price Bid should comprise the Commercial Version of Bill of Material as per **Annexure-VIII** and must contain all the price information.

25. Bid Currencies

Prices shall be quoted in Indian Rupees only.

26. Period of Validity of Bids

- a. Bids shall remain valid for 180 days after the date of financial/price bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- b. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify the bid.
- c. Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

27. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. No request for the change of price or time schedule of the delivery of stores shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.

28. Deadline for Submission of Bids

- a. Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- b. The Purchaser may, at his discretion, extend this deadline for submission of bid by amending the bid documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- c. In the event of specified date of opening of tender is declared as a holiday, the tender shall be opened at the same place and same time on next working day.

29. Late/Delayed Bids:

Any bid received after the deadline, will be rejected and/or returned unopened to the Bidder.

30. Modifications and Withdrawal of Bids:

- a. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- b. The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- c. No bid may be modified subsequent to the deadline for submission of bids.
- d. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

31. Clarification of Bids:

- a. During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- b. No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the ITPO, it should be done in writing.
- c. Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

32. TENDER EVALUATION COMMITTEE:

- ITPO will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.
- Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations.
- The purchaser will reject a bid determined as not substantially responsive.
- The bidders short-listed by the purchaser based on evaluation of their technical bids may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

- The Tender Evaluation Committee may choose to conduct negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

33. Fall clause:

The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser.

The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause (i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and recover the loss.

34. Samples:

All suppliers are requested to submit samples of items indicated in the schedule of requirements for each tender separately in a separate envelope. (where ever applicable).

35. ITPO shall reserve the right to verify the operation and performance of the Bidder and the Bidder shall permit ITPO to do so. The ITPO will evaluate the information submitted by the Bidder with regard to Bidder's capacity. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection

36. The invoice should contain PAN No., VAT/ST No., Job Order no. and address of the bidder when the payment has to be made.

37. The contracting Firm will be bound by the details furnished by him/her to this Office, while submitting the e-tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.

38. This Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel of the contracting Firm.

39. This Office shall not be responsible for any financial loss or other injury to any person deployed by the contracting firm in the course of their performing the duties to the ITPO in connection with procurement of Fire Fighting Equipments/Systems.

40. **ACCEPTANCE & WITHDRAWALS:**

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever or to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

41. **ITPO'S DECISION TO BE FINAL:**

The final decision would be based on the technical capacity and pricing. ITPO does not bind itself in selecting the firm offering lowest prices alone. The tender shall be submitted, uploaded, neatly and all corrections, over-typing shall be attested with seal and full signature. Tendering/Subsequent award of job shall not in any way entitle the vendor to deem as successful bidder.

42. The offer from the supplier should be for a specific model. The ITPO reserves the right to reject any offer with multiple options.

43. No advance will be paid by the ITPO against any Award of work.

44. **NO ERASURES OR ALTERATIONS:**

Technical / Commercial details must be completely filled up. Corrections or alterations, if any should be authenticated.

45. **NO PRICE VARIATIONS:**

The commercial offer shall be on a fixed price basis. **No upward revision in the price will be considered on account of subsequent increase in applicable Taxes/VAT.** However, if there is any reduction in government levies/taxes, during the offer validity period, the same shall be passed on to the ITPO.

46. **AWARD CRITERIA :**

- Preliminary Scrutiny: ITPO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. ITPO may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer.

This shall be binding on all Bidders and ITPO reserves the right for such waivers.

- Financial evaluation of the quote received will be done. Non-responsive/Non-completion of bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

47. NOTIFICATION OF AWARD:

The Bidder whose bid has been accepted shall be notified of the award by the ITPO, by registered letter, fax or by official mail. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 3 days from the receipt of the Letter of Acceptance.

48. **Factors Affecting the Award of Supply:**

- The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.
- Conformity with the Request for Bid/Tender required and conditions.
- The assessment of the capability of the bidder to meet the terms and conditions.
- The bidders must have executed similar orders, for which the bidder is quoting, as indicated for Govt./Semi-Govt./Autonomous Organizations.
- The cost and the discount offered, if any.

49. EXPENSES FOR THE CONTRACT:

All incidental expenses of the execution of the Contract shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the ITPO.

50. FAILURE TO ABIDE BY THE CONTRACT:

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of ITPO.

51. TERMINATION OF CONTRACT:

Termination for Default, ITPO may, without prejudice, to any other remedy for breach of Contract, by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason immediately.

52. VALIDATION OF INTERLINEATIONS IN BID:

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

53. OPENING OF COMMERCIAL BIDS:

Commercial Bids will be opened at the specified date and time. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Commercial Bid opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

54. CLARIFICATION OF BIDS:

To assist in the evaluation, comparison and an examination of bids, ITPO may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, ITPO reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

55. COMPLETENESS OF BIDS:

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

56. RECTIFICATION OF ERRORS:

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

57. REJECTION OF BID:

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder. The ITPO shall be under no obligation to accept the lowest or any other offer received in response to this notice.

58. RECOVERY:

The ITPO reserves the right to recover amount paid in excess during the contract from any other work or source after the contract if any if found paid excess.

59. DISCLAIMER: The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for supply of DFMDs.

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a Bidder and ITPO reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

60. INTERPRETATION :

In this Tender Document, unless the context otherwise requires

- (a) For the purpose of this Tender Document, where the context so admits:
 - (i) The singular shall be deemed to include the plural and vice versa and
 - (ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.
- (b) References to a **“person”** if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- (c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.

(d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word "include" and "including" shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

61. DUE DILIGENCE:

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

III. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.

(b) "The Contract Price" means the price inclusive of all rates & taxes, if any, payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;

- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" mean the General Conditions of Contract contained in this section.
- (f) "The Purchaser" means the organization purchasing the Goods i.e. Indian Trade Promotion Organisation (ITPO), Pragati Maidan New Delhi.
- (g) "The Purchaser's country" is India.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.

4. **Change in specifications:** This office/purchaser should require any changes in specification; the supplier shall use his best endeavour to comply with this organisation's wishes subject to fair adjustment of prices and delivery schedule where it felt appropriate.

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Submission of the bids.

6.1 All bids complete in all respect must reach the purchaser within the last date and time of receipt of bid. No extension shall be allowed for any reason whatsoever. Late tenders/delayed bids and tenders received without earnest money etc. shall be rejected.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings, tools & tackles. The expenditure incurred by ITPO's nominated officer such as TA/DA shall be borne by the Purchaser.

In case the suppliers give a notice and fail to offer the machine/equipment for inspection up to the dates fixed for this purpose, the expenditure incurred on TA/DA of the ITPO's nominee shall have to be borne by the supplier and such failure will not entitle the supplier to ask for any extension for delivery period.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Consequences of rejection

8.1 If in the event the supplies in full or part stores are rejected by the ITPO at its end and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to:

- (a)** Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser or
- (b)** Reject the material, which shall be final and binding on the contractor.
- (c)** Procure the rejected materials of comparable quality from the open market/Govt. stores and the supplier shall be liable to pay the difference in price over the RC prices or get the amount adjusted from the outstanding bills of the supplier, if any or EMD/Bid Security.

9. Packing:

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, in any subsequent instructions ordered by the Purchaser.

10. Marking:

The supplier shall comply with the requirements of Indian Acts relating to merchandising and rules made there-under for marking of all the goods supplied. Equipments number will be written on the top of the two sides of every equipment. Identification number /mark will be informed separately along with the purchase order or latter.

10. Delivery and Documents:

- The Supplier shall make delivery of the Goods within 12 days from the placement of purchase order in pursuance of the notification of award. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.

- In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchaser.
- The delivery of Stores shall be affected at the premises of the ITPO at free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.
- **Time and date of delivery – the essence of the contract:** The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.
- **Place of delivery:** Place of delivery shall as per, “Destination of supply of equipments” of the Tender Document, i.e. ITPO, Pragati Maidan, New Delhi-110001.

11. Insurance:

The supplier shall comply and dispatch all the consignments duly insured for all transit risks according to the dispatch instruction given by the Organisation. To avoid complications that may arise at the time of settlement of claims by underwriters for transit losses, the insurance coverage should be arranged by the supplier as under:

- a) In case of indigenous supplier ‘all transit risks’ insurance shall be arranged commencing from their works to the warehouse of the purchaser.
- b) The supplier is responsible to give safe delivery of the equipment at F.O.R. as per the tender document. For any loss/damage etc., during transit, the supplier shall have to lodge the claim with the insurance and pursue the same till its settlement.
- c) The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- d) The insurance shall be obtained by the suppliers in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “all risks” basis including war risks and strikes.

12. Transportation:

12.1 Where the Supplier is required under the Contract to transport the Goods within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

13. Terms of Payment:

13.1. The payment shall be made after inspection of the materials and satisfactory installation and commissioning.

13.2 All invoices shall be prepared in triplicate in the name of India Trade Promotion Organisation, (Delivery Destination) mentioned in the purchase Order and shall be signed by the supplier or his authorized agent. Every invoice shall bear a certificate that.

“The material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract technical specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice”.

13.3 Invoice should have CST, State ST, VAT, printed on them (If applicable), In the Tax invoice, cost and Tax, (VAT) amount shall be mentioned separately. Two Invoice to be sent in duplicate to ITPO, Pragati Maida, New Delhi.

13.4 It will be mandatory for the Successful Bidders to arrange the bank details for e-payment transaction, so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by ITPO will be provided on later on stage. The payment will be made within sixty days after complete delivery and acceptance of stores in good conditions. The payment shall be made strictly on the basis of report of successful working of equipments received from executive divisions and confirmation of specifications of supplied metal detectors.

14: Paying Authority:

The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- Ink-signed copy of Commercial invoice / Seller's bill in duplicate
- Delivery Challan in duplicate
- Inspection Installation and Commissioning note/certificate in prescribed proforma
- Guarantee / Warranty certificate.
- Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- Any other document / certificate that may be provided for in the Supply Order / Contract.
- User Acceptance and satisfaction on the performance of machines.

15. Prices

15.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid.

16. Change Orders

16.1 The Purchaser may, at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The services to be provided by the Supplier.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

17. Contract Amendments:

17.1 Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. Assignment:

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

19. Subcontracts:

19.1 The Supplier shall notify to the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

20. Delays in the Supplier's Performance:

20.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per GCC clause 10.

20.2 If at any time during performance of the Contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

20.3 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 21,

unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21. Penalty:

21.1 if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

The purchaser may withhold any payment due to the supplier until the whole of the items/ stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the right of the purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

22. Termination for Default

22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

23. Default & Risk purchase:

(a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Organisation shall have power under the hand of CMD, to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the purchaser may be put to incur or sustain by reason of, or in connection with supplier's default.

(b) The cancellation of the contract may be either for whole or part of the contract at Department's option. In the event of the Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Organisation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 20, 21 & 22, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency:

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience:

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27. Resolution of Disputes:

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national forum and national arbitration and proceedings thereof shall be held at India Trade Promotion Organisation (ITPO), Pragati Bhavan, Pragati Maidan, New Delhi.

27.3 In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The supplier hereby authorize their man, ITPO to nominate an independent Arbitrator to adjudicate the referred disputes only and give its Award which shall be binding as parties.

28. Governing Language

28.1 The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

29. Applicable Law

29.1 The contract shall be governed by the Law of Contract for the time being in force.

29.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

29.3 Jurisdiction of Courts: The court in New Delhi shall have jurisdiction to decide any dispute arising out of or in respect of this contract.

29.4 One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

30. Other charges:

30.1 Suppliers shall be entirely responsible for all indirect/direct fees such as, licence fees, octroi, road permits, loading/unloading, transportation, cartage, labour charge etc., incurred until delivery of the contracted Goods to the Purchaser.

31. Transfer and subletting:

31.1 The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or company directly or any part thereof without the previous written permission of this Office.

32. AGREEMENT:

The parties to the contract i.e. ITPO and successful bidder shall have to enter into a contract by formal signing of the agreement on Rs. 100/- non-judicial stamp paper within one month of the receipt of notification of award. While submitting, the successful bidder shall have the correct amount to stamp duly adjudicated by Superintendent of Stamps and this will be effective from the date of signing.

33. TERMINATION OF AGREEMENT:

- In case of excessive errors and if ITPO is of the view that the work has not been performed satisfactorily and cannot be performed by the Agency, ITPO at its discretion may terminate the agreement without any prior notice and in that case ITPO would not be liable to pay any amount on any account to the Agency.
- If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported to or noticed by this office, ITPO reserves the right to cancel the contract and/ or forfeit performance guarantee submitted

by the agency and/ or to take legal action including black listing the agency, at any point of time during the period of contract.

- The agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms and conditions, the agreement shall be liable to be cancelled immediately and the performance guarantee shall also be forfeited and the agency will not be entitled to any amount payable to them under this contract.

34. Performance Security Deposit:

The Performance Security being 10% of the total contract value in favour of India Trade Promotion Organisation, payable at New Delhi shall be in the form of crossed Demand Draft, drawn on any commercial scheduled bank by the successful bidder irrespective of their registration status with DGS&D/NSIC etc. and shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty from the date of final acceptance, installation and commissioning. The EMD, without bearing any interest, shall be refunded on receipt of Performance Security of successful bidder.

35. Forfeitures of Performance Security Deposit:

In case of failure on the part of the supplier to attend to the defects within a reasonable period, the ITPO on its own will get the defects rectified through another agency at the risk and cost of supplier and repairs rectified through another agency in such circumstance will not affect the liabilities of the supplier on the warranty for its remaining period.

36. Warranty:

36.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the types of items/stores ordered and in full conformity with the contract specification and samples.

36.2 This warranty shall remain valid for 18 months or any other periods prescribed by the successful bidder, commencing from the date of commissioning or replacement of the equipments at the site. The warrantee period for replaced parts will extend only to 12 months from the date of its replacement but for fast moving

parts the Guarantee shall be extended to the remaining period of equipment warranty.

36.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

36.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.

36.5 All replacement that the purchaser shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier within one month (promptly and satisfactorily). If the supplier desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Purchaser shall not be responsible to keep the defective items/stores.

36.6 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

37. Corrupt Gifts & Payments of Commission:-

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier, his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Department shall in addition to the criminal liability under the Law enforce, subject the supplier to cancellation of this and other contracts with the Department and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE" and the Office shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract.

38. Process to be Confidential:

Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

39. Rights of the ITPO:

- a. The ITPO reserves the right to suitably increase/reduce the scope of works put to this Bid. The right to split up the supply of the goods in two or more parts is reserved by the ITPO and also the right to award contract to more than one agency is reserved.
- b. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the ITPO shall be final and binding on all Parties.

40. Mode of serving Notice:

- a) Communications between Parties which are referred to in the Contract effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- b) All notices shall be issued by the authorized officer of the ITPO unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.
- c) 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, addressed to the last known address of the party to whom it is sent.

41. Qualified bidder will be bound to provide technical assistance during commission / testing of the equipment along with user Hand Book.

42. Qualified bidder will be bound to provide complete operational training to the executive divisions (Security Division) on free of cost.

43. Qualified bidder will be bound to provide fast moving/maintenance, spares, necessary general tools and kits along with the equipment.

44. There should not be any type of deviation with regard to Technology, design, dimension etc. between equipment offered and supplied.

Technical literature / Manual on the equipment(s) with their detailed addresses should be sent along with tenders.

45. Tolerance Clause. To take care of any change in the requirement during the period starting from issue of Tender Document till placement of the contract, Buyer reserves the right to increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller.

46. **OEM Certificate.**

In case the Bidder is not the OEM or otherwise an authorized distributor, the agreement certificate/affidavit on stamp paper to this effect, 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.

47. **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 or specifications enumerated as per Tender Notice. The Seller confirms that the stores to be supplied under this Contract shall be new, good quality and branded.

48. **Inspection Authority.** The Inspection will be carried out by **Security Division, ITPO, Pragati Maidan, New Delhi.**

49. **MAINTENANCE STANDARD EXPECTED DURING WARRANTY**

The supplier should ensure that the defects in the DFMD reported on any working day are set right on the same day and in no case later than the next working day. In case, the system or any equipment cannot be repaired within the stipulated period, the supplier should provide a replacement till the system/equipment is returned duly repaired.

Annexure-I**(Technical un-priced Bid)**

(On the letter head of the firm submitting the bid)

Tender No. 263-ITPO(16)/ST/2009-2016

Dated: 25/10/2016

Sub: Procurement, Installation, and Commissioning of Fire Fighting Equipment at ITPO, Pragati Maidan.

Sr. No.	Description of Facts	Documents to be enclosed/ Information to be shared
01	Name of Agency/Firm/Company	
02	Registration Number of the Firm/Company/Agency	
03	Date and Year of Registration	
04	Name of the Authorized persons, who may sign on the tender documents	
05	Whether business office, manufacturing centre, service centre of agency resides in Delhi-NCR	Yes/No
06	Whether agency is registered <ul style="list-style-type: none"> • As a proprietary firm? • Under Indian Partnership Act, 1932? • Under Indian Companies Act, 1956? • As a MSME registered Or SC/ST MSME Entrepreneurs • As a DGS&D/DQAN/DGQA registered agency. • As a NSIC/SSI/Department of Industry (State Govt.) If yes, please give details	
07	Are you a Small Scale Industry registered with NSIC? If yes, please provide copy of the NSIC Competency/Capacity Certificate.	Yes/No
08	Full Communication (Postal) address of the Agency/Firm	
09	Telephone Nos. of Office	
10	Tele phone Nos. of Residence	
11	Mobile No. and Fax No, if any	

12	e-mail id and corporate website, if any	
13	Legal Status: Please specify as to whether Agency is a sole proprietorship or partnership firm or company (Pvt. Or Public) or any other form etc.	
14	Value Added Tax (VAT) or TIN No. (Certificates to be Uploaded)	
15	Whether Agency or any other entity with which any of its Director / Partner or proprietor etc. are/have been associated or any Director/Partner etc had ever been convicted for any offence by any court of Law at any point of time.	Yes/No
16	Permanent Account Number (PAN)/TAN No. (Certificates to be uploaded)	
17	Service Tax Registration No. (Certificates to be uploaded)	
18	Details of Earnest Money Deposit (Hard copy of Demand Draft is to be submitted before due date and time)	Draft No.
		Date
		Issuing Bank
		Branch
		Amount
19	Details of minimum three years of past experience of the Agency. (Attach Experience Certificate like award of works issued by various Organizations etc., duly signed by authorized Signatory & Stamped with seal of the Agency).	
20	The Annual Turnover at minimum Rs. 10 lakhs or over for the 3 years. Please attach the proof of audited profit & loss account as well as balance sheet of each year, duly signed by the authorized person and stamped by seal of Agency.	
21	Whether Agency and or its Directors/partners etc. are black listed by any Government Department/ Organization as on date.	Yes / No

22	Accepted terms and conditions, schedule of requirement of the said tender notice stipulated in tender guidelines	Yes / No
23	Do you have ISO Certificate, (Scanned copy of certificate is uploaded)	Yes / No
24	VAT Return/Latest VAT Clearance/ ITR Return for three years (Scanned copy of certificate is attached)	Yes / No Yes / No
25	Product Tendered For: (Brand Name), please provide leaflet/brochures of products	
26	Category: Original Equipment Manufacturer (OEM) Distributor/Dealer/Stockiest Small Scale Industry Others (please mention)	
27	Whether supply will be made directly or through/ any Local / Regional / Authorized Dealer / Distributor	Directly / Authorized : Dealer/Distributor
28	Proof of manufacturing Unit, if so please attach the Scanned Copy	Yes/No
29	Proof of dealership/distributor against this quoted product, if so , please attach scanned copy of Affidavit/declaration	Yes/No
30	Do you and other Technical Competency/Capability Certificate, like CE, BIS, ISI etc. in the cense certification by other accredited Institutions, if yes give details and attach the same along with number.	Yes/No.
31	Has your Company supplied this product to any other organization?	Yes/No
32	Does your company have a dealer network in India?	Yes/No
33	Can your firm provide continued product support in terms repairs, maintenance, spares, assembles/fitment items, special maintenance tools, special test equipments etc., for the item tendered during warrantee period sp prescribed from date of delivery or installation/commissioning?	Yes/No
34	Details of Tender Cost (Hard copy of Demand Draft is to be submitted before due date and time)	<div>Draft No.</div> <div>Date</div> <div>Issuing Bank</div>

		Branch
		Amount

Important Note: Please strike out Not Applicable (N/A) against the column, which does not merely relate, while filling up the above bid form.

- ✓ This is to certify that I/We before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.
- ✓ I/We hereby declare that the information/facts provided is true, correct and to best of my/our knowledge and belief.
- ✓ In case any information/facts found to be incorrect, misleading or factually wrong, ITPO is empowered to take any decision/action, as deemed fit.
- ✓ I / We agree that the decision of ITPO in selection of contractors will be final and binding to me / us.
- ✓ I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

Date:

Place:

(Signature of Bidder along with seal)
Name of Bidder:
Name of the Firm / Agency

Annexure-II

S. No.	Description of Items	Indian Standard Code Remarks (Technical Specification)	To specify (Yes/No)	Make/ Model
01	Fire Helmet	Comprising Indian Standard 2745	Yes/No	
02	Hand controlled London pattern branch pipe	Pressure tested 21 kgf/cm ²	Yes/No	
03	Diffuser branch pipe	Comprising Indian Standard 2871	Yes/No	
04	Foam making branch-10X	Comprising Indian Standard 2097	Yes/No	
05	Aqueous Film forming (30 ltr. each)	Comprising Indian Standard 4989	Yes/No	
06	Self contained closed circuit breathing apparatus sets	Comprising Indian Standard 10245	Yes/No	
07	Firemen Axe	Comprising Indian Standard- 0926	Yes/No	
08	Megaphone	---	Yes/No	
09	Weighing machine	---	Yes/No	
10	Purchase of new fire extinguishers.	Comprising Indian Standard 6234	Yes/No	
	a) Water type fire extinguishers (9 ltrs. Capacity)		Yes/No	
	b) Co2 type fire extinguishers (4.5 kgs Capacity)	Comprising Indian Standard 2878	Yes/No	
	c) ABC Type fire extinguishers (5 kgs Capacity)	Comprising Indian Standard 14609	Yes/No	
	d) Mechanical foam type fire extinguishers (9 ltrs. Capacity)	Comprising Indian Standard 15397	Yes/No	
	e) Co2 type fire extinguishers (22.5 kgs Capacity)	Comprising Indian Standard 2878	Yes/No	
	f) Fire delivery hose pipe (15 meter length)	Comprising Indian Standard 8423 (as replacement of discarded hose pipes)	Yes/No	
11	Hydrant coupling washer	Comprising Indian Standard 937	Yes/No	

UNPRICED VERSION OF BILL OF MATERIAL
(To be given on Company Letter Head)

NOTE:

1. Prices are not to be furnished in this Annexure.
2. Supplier should only confirm in the respective columns that the total cost in rupees, in figures and in words, has been quoted in the Bill of Material and Price Schedule in Commercial Offer at Annexure - ..

I) Items to be considered for total cost of ownership

Items Description	Total Cost (Rs.) in figures given in Commercial Offer?	Total cost in words (Rupees) given in Commercial Offer?
Fire Fighting Equipment installed at ITPO, Pragati Maidan	(Yes / No)	(Yes / No)

II) Warranty for Fire Fighting Equipment:

Description	Supplier's Confirmation for Fire Fighting Equipment
Warrantee Period for 12 month or any other prescribed period from date of acceptance of stores.	Yes / No

Note: 1. please read the notes carefully furnished in the Bill of Material and Price Schedule (Commercial Offer)

Place:

Date:

Yours faithfully,

(Authorized Signatories)
(Name & Designation, seal of the firm)

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

To,

The Manager
Store Division
India Trade Promotion Organisation
Prantik Building
Pragati Bhawan, Gate No.1
Pragati Maidan, New Delhi-110001

Sub: Acceptance of Terms & Conditions of Tender. 263-ITPO(16)/ST/2009-2016

Name of Tender / Work: Procurement, Installation, and Commissioning of Fire Fighting Equipment at ITPO, Pragati Maidan.

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 the entire terms and conditions of the tender documents from Page No. 1 to 47 (Including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation to 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. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Date:

Yours Faithfully,

Place:

(Signature of the Bidder, with Official Seal)

UNDERTAKING
(To be submitted in Firm's own letter)

It is certified that my firm/agency/company has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date.

	Signature of the Tenderer _____
Place:	Name of the Signatory _____
Date: __/__/	Name of the Firm/agency _____
Seal of the Firm/Agency	_____

UNDERTAKING
(To be submitted in firm's letter head)

Tender No.: 263-ITPO(16)/ST/2009-2016

Dated: 25/10/2016

To

The Manager (store),
ITPO, Prantik Building,
Near Gate No.1,
Pragati Maidan,
New Delhi – 110001

Sub: PROCUREMENT, INSTALLATION, AND COMMISSIONING OF FIRE
FIGHTING EQUIPMENT AT ITPO, PRAGATI MAIDAN

Dear Sir,

1. I/We have read and understood the contents of the Tender documents and agree to abide by the terms and conditions of this Tender.
2. With reference to the above tender notice, having examined and understood the instructions, terms and conditions forming part of the tender notice and technical specification, we hereby enclose our offer for the supply of the Fire Fighting Equipments as detailed in your above referred tender notice.
3. We confirm that we have not been disqualified by any govt. department for supply of Fire Fighting Equipments.
4. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, if applicable, in the format to be provided by your office. We hereby undertake to provide an unconditional Performance Security Deposit/Performance Guarantee equivalent to 10% of the value of the Contract Amount.
5. We understand that the ITPO is not bound to accept the offer either in part or in full and that the ITPO has the right to reject the offer in full or in part without assigning any reason whatsoever.
6. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have thoroughly examined the specifications quoted in the Schedule here to and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. We will not sell the product (s) to other agencies, bodies and also in the market on the rates less than those quoted by us to the ITPO.
9. The goods / Stores / articles offered shall be of the best quality and workmanship and their supply will be strictly in accordance with the technical specifications and particulars as detailed in the quotation.

10. We do hereby undertake, that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

11. Having examined the bidding documents and having submitted the technical un-priced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods as per the schedule of requirements and in conformity with the said bidding documents.

12. We do hereby undertake, that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

13. The prices quoted are inclusive of all charges net F.O.R ITPO. We enclose herewith the complete Financial Bid as required by you. This includes Price Schedule as per schedule of requirement, Statement of deviations from financial terms and conditions.

14. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

15. We do hereby undertake, that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Place:

Date:

Yours faithfully,

(Authorized Signatories)

(Name & Designation, seal of the firm)

Annexure-VII

PRICE BID UNDERTAKING
(To be submitted in Firm's own letter head)

Tender No.: 263-ITPO(16)/ST/2009-2016

Dated: 25/10/2016.

From: (Full Name and address of the bidder)

To

The Manager
Store Division
India Trade Promotion Organisation
Prantik Building
Pragati Bhawan, Gate No.1
Pragati Maidan, New Delhi-110001

Dear Sir,

1. I submit the Price Bid for in its boq/pdf form and related activities as envisaged in the bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer at the rates as indicated in the Price bid in boq/pdf form, Annexure-VIII exclusive of all applicable taxes.

Yours faithfully

(Signature of the Authorized Representative)

Place:

Date: __/__/

Name of the Signatory _____

Name of the Firm/agency _____

Seal of the Firm/Agency _____

Annexure - VIII

COMMERCIAL OFFER
(To submitted in form's own letter-head)

BILL OF MATERIAL AND PRICE SCHEDULE

- I) Items to be considered for Total Cost of Ownership (TCO) (Price per one fire fighting equipment, as described below)

I. Bill of Quantity-Price Bid:

Sr. No.	Item Description	Technical Specification	Qty. in nos.	Rate per unit in Rs	Applicable statutory taxes/ duties If any	Total Amount in Rs. in figure	Total Amount in Rs. in word	Remarks
01	Fire Helmet	Comprising Indian Standard 2745	10					
02	Hand controlled London pattern branch pipe	Pressure tested 21 kg / cm ²	01					
03	Diffuser branch pipe	Comprising Indian Standard 2871	01					
04	Foam making branch-10X	Comprising Indian Standard 2097	02					
05	Aqueous Film forming (30 ltr. each)	Comprising Indian Standard 4989	10 ltr.					
06	Self contained closed circuit breathing apparatus sets	Comprising Indian Standard 10245	02 with 04 spare cylinders					
07	Firemen Axe	Comprising Indian Standard-0926	10					
08	Megaphone	05					

09	Weighing machine	02 KG-01O-100KG-01					
10	Purchase of new fire extinguishers	Comprising Indian Standard 6234	30					
	a) Water type fire extinguishers (9 ltrs. Capacity)							
	b) Co2 type fire extinguishers (4.5 kgs Capacity)		20					
	c) ABC Type fire extinguishers (5 kgs Capacity)		30					
	d) Mechanical foam type fire extinguishers (9 ltrs. Capacity)		20					
	e) Co2 type fire extinguishers (22.5 kgs Capacity)		20					
	f) Fire delivery hose pipe (15 meter length)	Comprising Indian Standard 8423 (as replacement of discarded hose pipes)	30					
11	Hydrant coupling washer	Comprising Indian Standard 937	200					

Note: 1. Applicable statutory duties/taxes will be paid extra.

Place:

Date:

Yours faithfully,

(Authorized Signatories)

(Name & Designation, seal of the firm)

xxxx