

I/280264/2021



GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF REVENUE
CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS
CUSTOM HOUSE, 15/1 STRAND ROAD, KOLKATA-01

REQUEST FOR PROPOSAL (RFP) for Repair of Ceiling and concerned work at Appeal unit as mentioned in Bid Document

PART I - GENERAL INFORMATION

1. **Critical Dates.** The critical dates with respect to the Tender reference No as per E-Procurement Ref No are as follows: -

CRITICAL DATE SCHEDULE			
S No	Item	Date	Time
(a)	Published Date	As per E-Procurement Portal	As per E-Procurement Portal
(b)	Clarification Start Date	As per E-Procurement Portal	As per E-Procurement Portal
(c)	Clarification End Date	As per E-Procurement Portal	As per E-Procurement Portal
(d)	Bid Documents Download	As per E-Procurement Portal	As per E-Procurement Portal
(e)	Bid Submission Start	As per E-Procurement Portal	As per E-Procurement Portal
(f)	Bid Submission End	As per E-Procurement Portal	As per E-Procurement Portal
(g)	Technical Bid Opening Start	As per E-Procurement Portal	As per E-Procurement Portal

2. **Submission of Bids.** The bids will be submitted in the following manner: -

- (a) The following documents to be uploaded with technical bid closing date: -
- (i) **EMD** in original or proof of exemption as per NIT.
 - (ii) Tender Conditions Acceptance Certificate (Format attached at **Appendix 'B'** to this RFP).
 - (iii) Technical manual, any other documents relating to the product that the seller may feel necessary to support the product offered.

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- (iv) OEM certificate (as applicable as per **Appendix 'D'**).
- (v) Certified copy Balance Sheet and profit-loss statement of last three years.
- (vi) Full postal address along with e-mail id.
- (vi) Any other documents as indicated in this bid document.
- (vii) Details of the labourers as applicable to include PF acct details, certificate to that effect that the salary and incentives if any are paid to the labourers and that PF is deducted and deposited to treasury of GOI, as applicable.
- (b) **Cover-I.** Cover-I will contain the Technical Bids consisting of following documents (Scanned and uploaded):-
- (a) PAN details, GST Registration.
- (b) Scanned copy of EMD (copy of BG/FDR) or copy of exemption certificate as applicable, please refer Para 2 (a)(i).
- (c) Technical specifications of work/job/goods required given at **Appendix 'A'**.
- (d) Mutual Non-Disclosure agreement given at **Appendix 'C'**.
- (e) Information on Bidder's profile given at **Appendix 'E'**.
- (f) Performance Bank Guarantee format given at **Appendix 'F'** (To be submitted at the time of receipt of Supply/Work Order or AOC – as applicable, if the firm is L1).
- (j) Scanned copy of EMD Bank Guarantee format given at **Appendix 'G'**.
- (k) Electronic Clearance Certificate (ECS) mandate form format given at **Appendix 'H'**.
- (l) **Tender Conditions Acceptance Certificate.** The bidder shall certify for acceptance of all the tender conditions of the online RFP and furnish a certificate as per **Appendix 'B'**. The certificate duly signed shall be scanned and uploaded. In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter/power of attorney be enclosed/uploaded.
- (m) Clause by clause compliance of specifications certificates mentioned in Para 2 Part II of the RFP is to be submitted as Technical Bid as per **Appendix 'J'**.
- (n) Any other documents as indicated in this Bid Document.
- (c) **Cover-II.** Commercial bid packet will be submitted as Cover-II and will consist of Commercial/Financial bid and the same will be submitted online. Total work will be constituted as one and cumulative price will be taken into account inclusive of taxes.

3. **Time and Date for Opening of Bids** . As per critical dates mentioned vide Para 1 (If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

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4. **Opening of Two-Bid System (Technical and Commercial) .**

(a) The Technical Bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of Technical Bid will be carried out offline and the results of the evaluation will be uploaded.

(b) The Commercial Bids of only those Bidders whose Technical Bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through e-procurement portal.

5. **Forwarding of Bids.**

(a) The **TECHNICAL** and **COMMERCIAL** bid will be submitted "**Online Only**".

(b) **The TECHNICAL BID and the COMMERCIAL BID should be submitted by the bidder duly digitally signed by the legal owner of the firm or the person authorized by him to do so.** Instructions for Online Bid Submissions/ Instructions to the Bidders to submit the bids online through the E Procurement Portal are attached as **Appendix 'K'**.

6. **Clarification Regarding Contents of the RFP** . A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than the dates mentioned in critical dates. Copies of the query and clarification or corrigendum(s) by the purchaser will be sent to all prospective bidders who have received the bidding documents.

7. **Modification and Withdrawal of Bids.** No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. **Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security, along with other penal action may be initiated.**

8. **Clarification Regarding Contents of the Bids** . The detailed instructions for bidders are attached as **Appendix 'K'**. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted

9. **Rejection of Bids.** Canvassing by the Bidder in any form, **unsolicited letter and post-tender correction may invoke summary rejection.** Conditional paras in uploaded tender document, if uploaded, will be rejected.

10. **Validity of Bids.** The Bids should remain valid for the nos days as mentioned vide the **tender document** from the last date of submission of the Bids.

11. **Earnest Money Deposit (EMD).** As per the provision of Ministry of Finance, Department of Expenditure, Procurement Policy Division Office Memorandum Number F 9/4/2020-PPD dated 12 November 2020, bid security declaration should be submit along with bid documents in lieu of EMD. In case of non-fulfilment, the bidder may be blacklisted for a period of 1 year from issuance of order

12. **Filling of the Tender Set.** The tender to be filled online and to be uploaded at E-Procurement Portal.

13. **Manner for obtaining copy of Specifications and Drawings.** Not Applicable.

14. **Eligibility Criteria (Copy of each should be uploaded) .**

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- (a) The bidder must have registered official address certified by any Government agency/institution in the city of Kolkata. Copy of the registration proof document should be submitted in the technical bid.
- (b) Bidder should have experience in each execution/supply of similar work /Equipment to the Central Govt Organization during last three Years including work related in SBR polymer concrete. Copy of the same should be uploaded.
- (c) The bidder must submit a declaration that the supply/work should be completed within a period of 15 working days, failure to which department may take penal action, as deem fit.
- (d) The bidder should submit a Solvency certificate of Rs. 10 Lakh along with Technical Bid.
- (e) The bidder should submit copy of last 3 year of Balance Sheet and Profit and Loss Statement.
- (f) Uploaded Incomplete Bid Documents in any aspect will be rejected.
- (g) Conditional uploaded bid documents will be rejected.
- (h) Valid Business Enlistment Certificate/ Trade License document should be uploaded.

PART II - ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**1. Schedule of Requirements- List of items required are as follows:-**

Repair of ceiling of appeal unit as per scope of work.

2. Technical Specifications. Technical specifications are attached as per **Appendix 'A'**.

3. **Technical Evaluation Committee (TEC)**. TEC will be conducted for evaluation of technical bids.

4. **Two-Bid System**. In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders will submit the compliance statement as per **Appendix 'J'**.

5. **Delivery Period**. Delivery period would be **with 15 days** for the supply of items and the execution of work as applicable from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items/works is not received as desired within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with or without applicability of Liquidated Damages (LD) clause.

Terms of Delivery

For Destination

Date of Delivery

The date on which the delivery is made at the consignee's site mentioned in the Supply Order.

6. **Consignee details**. The requisite work will be inspected by SCP, SCH Unit, Custom House, A&A Commissionerate or authorised agency/person nominated by him for the inspection and acceptance of work.

PART III - STANDARD CONDITIONS OF RFP

THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF THE STANDARD CONDITIONS OF THE REQUEST FOR PROPOSAL MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.

1. **Law.** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of receipt of signed copy of supply order from the L1 vendor and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the goods/services and work shall commence from the effective date of the contract. **Failing to give the signed supply order (on each page) by the vendor within stipulated time shall deem to cancellation of contract.**
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The Agreement shall be subject to **jurisdiction** of the courts at Kolkata.
4. **Penalty for Use of Undue Influence.** The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller, giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non-Disclosure of Contract Documents.** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Format is given at **Appendix 'C'**.

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8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods of equipment etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to be decided by buyer of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being **not higher than 10% of the value of the contract.**
9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract without any payment in part or in full in any of the following: -
- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **two weeks** after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
10. **Notices.** Any notice required or permitted by the contract shall be in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. **Patents and Other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of fact of infringement of any or all rights mentioned above.
13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. **Taxes and Duties.**
- (i) The prices quoted by the Bidder are inclusive of GST.
15. **Pre-Integrity Pact Clause.** An "Integrity Pact" would be signed between the /Buyer and the Bidder for purchases exceeding Rs. 100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The essential elements of the Pact are as follows: -
- (a) A pact (contract) between the Government of India (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder").
 - (b) An undertaking by the principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation.
 - (c) A statement by each Bidder that it has not paid, and will not pay, any bribes.

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(d) In connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the principal, especially when a suspicion of a violation by that Bidder emerges;

(e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.

(f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".

(g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings: -

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the Bid security and performance bond;
- (iii) Liability for damages to the principal and the competing Bidders;
- (iv) Debarment of the violator by the principal for an appropriate period of time.

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

PART IV - SPECIAL CONDITIONS OF RFP

THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF SPECIAL CONDITIONS OF THE RFP MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER, FAILURE TO DO SO MAY RESULT IN REJECTION OF BID SUBMITTED BY THE BIDDER.

1. **Performance Guarantee.** Indigenous cases, the Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee for a sum equal to **3%** of the contract value within **5 days** of receipt of the confirmed order. Performance Bank Guarantee should be valid up to **60 days beyond the date of warranty**. Format is attached as **Appendix 'F'**.

2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **10% plus/minus increase or decrease the quantity of the required work up to that limit without any change in the terms and conditions and prices quoted by the Seller**. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit and the seller will be obliged.

3. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate from prescribed by RBI to be submitted by Bidders for receiving payments through ECS is attached as **Appendix 'H'**. The payment will be made as per the following terms, on production of the requisite documents :-
100% payment on deliver of work as mentioned later and acceptance by the user. Without acceptance of the Buyer as stated in para 6 of Part-II of this Bid document, payment will not be made to the L1 Bidder/ Seller as per this Contract.

4. **Advance Payments.** No advance payment(s) will be made.

5. **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: -

- (a) Ink- signed copy of contingent bill/Seller's bill.
- (b) Ink-signed copy of Commercial invoice/Seller's bill.
- (c) Inspection/Acceptance note from buyer authority.

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

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

- (a) The price charged for the work to be carried out under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

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(b) If at any time, during the said period the Seller reduced the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies and Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

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

7. **Risk and Expense clause and Indemnify Clause.**

(a) Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any work and instalment thereof, the Buyer shall after grant the Seller 5 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores of any instalment thereof not perform in accordance with the specifications/parameters provided by the SELLER during the check proof tests to be done, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied with 5 days, the BUYER shall, having given the right to first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such defaults.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Suitable insurance cover protecting the agency against all claims applicable under the workmen's compensation act, 1948 shall be taken by the service provider. The service provider shall arrange necessary insurance cover for any persons even for short duration. This office shall not be liable to any claim arising out of mishap, if any that may take place while discharging the work. In the event of any liability/claim falling on the Commissionerate in this regard, the same will be reimbursed/indemnified by the bidder.

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8. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that was not known earlier and have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 5(Five) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation and with approval from the Buyer in writing, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specification of the equipment. Changes in technical details, drawings, repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost **within 30 (Thirty) days** of affecting such up gradation/alterations. The date of manufacture should not be more than six months older from the date of Supply Order.

10. **OEM Certificate.** In case the Bidder is not the OEM/Auth Agent, the agreement certificate with the OEM for sourcing the spares shall be mandatory. OEM Authorisation Certificate to be enclosed for each product required at the work. However, where OEMs do not exist, the seller may procure items from reputed seller from local market subject to the format is given at **Appendix 'D'**.

11. **Packing and marking.** The following Packing and Marking clause will form part of the contract placed on successful Bidder:

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(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

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

13. **Quality.** The bidder must provide comprehensive six months warranty for this work from the date of completion and periodic maintenance up to six months as and when required basis from the date of work completion. The bidder must do the work as per warranty claim and complete the repair within 5 working days from lodge of complaint to the registered email id failure to which department will take necessary action to repair the same and the bidder must bear all the expenses regarding the said repairing undertaken by the department.

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

15. **Inspection Authority.** The Inspection will be carried out by the SCP, SCH or authorised person, agency nominated by him.

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

(a) **Franking Clause in the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(c) **Franking Clause in case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

16. **Product/Work Support.** The following Product Support clause will form part of the contact placed on successful Bidder: - "The Seller agrees to undertake Warranty Contract for maximum period of 180 days from date of work completion"

17. **Repeat Order Clause**

(b) **Repeat Order:** A Repeat order against a previous order may be placed at the same cost and terms and conditions as per the original order/contract with the approval by the CFA and concurrence of integrated finance, where required as per the delegation of financial powers.

(i) **Conditions Governing Repeat Order:**

(aa) Items ordered against the previous order had been delivered successfully.

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(ac) There is no downward trend in the price of the item. (A clear certificate should be recorded to that effect.)

(ad) The requirement is for stores of identical nature/specifications, nomenclature etc. Minor improvements in spec(s) or phasing out of products due to obsolescence should not be precluded from the purview of repeat order but this aspect should be very carefully examined from the point of view of interchangeability of the product offered as an improved substitute.

(ae) The repeat order is to be placed within six months from the date of completion of the supply against the previous order and it should be placed only once.

(af) The repeat order quantity is to be restricted to a maximum of 50% of last order quantity in case of indigenous and foreign procurement, where the contract does not also include the option clause.

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PART V - EVALUATION CRITERIA AND PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) In respect of Two-Bid system the technical bids forwarded by the bidders will be evaluated by the buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) In cases where only Indian Bidders are competing L-1 bidder will be determined by including GST on final product, as quoted by bidders.
 - (d) The lowest acceptable bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the buyers.
2. **Price Bid format.** As per E-Procurement Portal.

Note: Special attention is drawn on Para 8 (c) of Part IV of Tender Enquiry.

This issues with the approval of competent authority.

Sd/-

Asst. Commissioner of Customs
SCH Unit,
Custom House,
Kolkata

Copy to

1. Notice Board
2. EDI Unit for uploading and displaying tender in Kolkata Customs Zone Website

Appendix-A**BRIEF SPECIFICATION OF Work****Repair of ceiling at Appeal Unit at Custom House as per Scope of Work**1. **Scope of Work** . As mentioned below

Technical Specifications.

SI No.	Description	Unit	Quantity
1	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	Kg	150.00
2	Welding by gas or electric plant including transportation of plant at site etc. complete.	Cm	2500.00
3	Providing and fixing hard drawn steel wire fabric 75x25 mm mesh of weight not less than 7.75 Kg per sqm to window frames etc. including 62x19 mm beading of second-class teak wood and priming coat with approved steel primer all complete.	Sqm	55.00
4.0	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37 mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50 mm long with 6 mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre,	NA	As required
4.0	shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with :	NA	As required
4.1	12.5 mm thick tapered edge gypsum plain board conforming to IS: 2095-(Part I) : 2011 (Board with BIS certification marks)	Sqm	60.00
5	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :	NA	As required
5.1	Water thinnable cement primer.	sqm	350.00
5	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade:	NA	As required

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5	Two or more coats on new work.	sqm	350.00
6	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :		
6.1	Two or more coats on new work.	Sqm	75.00
7	12 mm cement plaster of mix :		
7	1:4 (1 cement: 4 fine sand)	Sqm	80.00
8	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect.	NA	As required
8.1	Epoxy bonding adhesive having coverage 2.20 sqm/kg of approved make	sqm	55.00
9	Providing, mixing and applying SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge. Note: Measurement and payment: The pre-measurement of thickness shall be done just after the surface preparation is completed and Payment under this item shall be made only after proper wet curing has been done and surface has been satisfactorily evaluated by sounding / tapping with a blunt metal instrument and/or the 75mm size cube crushing strength at the end of 28 days to be not less than 30 N/ mm ²).	NA	As required
9.1	12 mm average thickness.	sqm	55.00
10	Providing and laying SBR Polymer modified (of approved make @ minimum 2% by wt. of cement used) plain/ reinforced concrete jacket for the structural members e.g. columns, pillars, piers, beams etc with concrete having the specified minimum characteristic compressive strength [with ordinary portland cement, coarse sand and graded stone aggregate of 10mm maximum size in proportion as per design criteria] with specified average thickness all-round existing core of RCC member. Note: Rates shall be for finished surface area of concrete and shall include the cost of making holes in existing RCC slab, if required, for pouring concrete in shuttering mould of jacket and appropriate approved Super-Plasticiser for rendering concrete as flowable self-compacting and SBR polymer but shall exclude cost of reinforcement, bond coat, Shear Keys, cantering and shuttering, strutting, propping etc as per direction of concerned unit.	Na	As required
10.1	50mm thick in Grade M 25 with cement content not less than 330 kg per cum	sqm	55.00
11	Chipping of unsound/weak concrete material from slabs, beams, columns etc. with manual Chisel and/ or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge	NA	As required
11.1	50mm average thickness	sqm	55.00
12	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	sqm	80.00
13	Dismantling aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable material and stacking of serviceable material with in 50 meters lead as directed by Engineer-in-charge.	sqm	60.00
14	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	sqm	270.00

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15	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required.		
15.1	Group C	each	4.00
16	SITC of recessed mounted LED panel of size 2'x 2'in existing ceiling hanging from ceiling with proper fixing arrangement i/c connection etc. complete as required (Make Bajaj cat no. BZSSQL36W WH or equivalent Philips/Crompton/Wipro)	each	4.00

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Appendix 'B'

(Refers to Para 2 (a) (ii) of Part I of RFP)

TENDER CONDITION ACCEPTANCE LETTER

(To be given on Company letter Head)

Date:

To _____
_____**SUB : ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER**

Tender Reference No _____

Name of the Tender/ Work

Dear Sir,

1. I/We have downloaded /Obtained the tender documents (s) for the above mentioned Tender/Work from the web site(s) as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No to (including all documents) like annexure(s) schedule(s) etc which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender documents(s)/corrigendum(s) in its totality/entirety.
5. The Tech Bid and its enclosures as submitted in physical form as mentioned in Para 7 of Part I of RFP is the true copy of the documents uploaded on the e-procurement portal
6. In case any provisions of this tender are found violate, your department/organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against department in satisfaction of this condition.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

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Appendix 'C'

(Refers to Para 2 (b) (vi) of Part I of RFP)

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is executed at _____ on the day of (the "Effective date") and between President of India and _____, and having its registered, office at, _____ through _____ its Authorized signatory Mr, _____ s/o _____ aged _____ years of First PART, (Which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns)

WHEREAS _____.

1. The parties are desirous of entering into a business relationship with each other (the "Purpose").
2. During the course of such relationship both Parties may disclose certain confidential and sensitive information to each other.
3. The Parties have agreed to enter into this agreement to records their understanding in respect of the disclosure of such information.

Declaration

I/We, _____, hereby submit that I have procured all the items for the jobs mentioned in the bid from reputed seller from local market, and in case, any product/work is malfunctioning/ properly not working within a period of 180 days from date of work completion and confirmation to me by way of email by buyer, I hereby undertake that I will replace the same without any cost to be borne by the buyer within 7 days from receipt of the email from department. In case of failure to do so, department may take necessary penal action against me.

Company Seal

(Authorized Signatory of Company)

Date:

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Appendix 'E'

(Refers to Para 2 (b) (vii) of Part I of RFP)

INFORMATION ON BIDDERS PROFILE

The following information pertaining to the Bidder's Company profile is provided
(required documents are enclosed):-

<u>Ser No</u>	<u>Requirement</u>	<u>Details</u>
5.	Organizational profile	
	(a) No of employees.	
	(b) Turnover in last 3 years.	
	(c) No of branches.	
	(d) List of similar projects executed (Details of size, cost and customer, Yr etc to be attached).	

Company Seal

(Authorized Signatory of Company)

Date:

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Appendix 'F'

(Refers to Para 2 (b) (viii) of Part I of RFP)

PERFORMANCE BANK GUARANTEE FORMAT

From:

Bank _____

To,

The President of India ,
Ministry of Finance, Government of India New

Delhi Dear Sir,

1. Whereas you have entered into a contract No. _____ dated _____ (Hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for(%) of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of this guarantee be increased.
4. This guarantee shall remain valid for months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.
5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

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Appendix 'G'(Refers to Para 2 (b) (ix)
of Part I of RFP)**EMD BANK GUARANTEE FORMAT**

Whereas (here in after called the "Bidder") has submitted their offer dated.....for the supply of (here in after called the "Bid") against the Buyer's Request for proposal No.KNOW ALL MEN by these presents that WE.....of..... having register..... are bound unto (here in after called the "Buyer) in sum offor which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this... day of.....2021.

The conditions of obligations are:-

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

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

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

.....
(Signature of the authorized officer of the Bank) Name and designation of the

MODEL ECS MANDATE FORMAT

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism

1. Customer's name
2. Particulars of Bank Account -
 - (a) Bank name
 - (b) Branch name
 - (c) Address
 - (d) Telephone numbers
 - (e) IFS code
 - (f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank
 - (g) Account Type (S.B. Account / Current Account or Cash)
 - (h) Ledger number
 - (j) Ledger Folio number
 - (k) Account number as appearing on Cheque Book
3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

Date:

(.....)

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

(.....)

Signature of the Authorized Official from the Bank

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Appendix 'J'

(Refers to Para 2 (b) (xii) Part I of RFP)

CLAUSE BY CLAUSE COMPLIANCE CERTIFICATE FOR THE JOB SUPPLY AND PROVISION OF STORES for Repair work PART – I

<u>Ser No</u>	<u>Qualitative Requirement</u>	<u>Compliance Yes/No</u>
1.	Validity of bids Commercial bid should be valid upto 180 days from the last date of submission of the bid.	
2.	Performance cum Warranty Guarantee. The Bidder will be required to furnish an Performance cum Warranty Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 3% of the Supply Order Performance cum Warranty Guarantee should be valid for 60 days beyond the date of warranty.	
3.	Delivery period As per bid documents for the supply and the execution of work as applicable from the effective date of Supply Order.	
4.	Payment Terms 100% payment on deliver of Items and acceptance by the user as per Para 5, Part IV of RFP.	
5.	Warranty 6 months from the date of ATP.	
6.	Liquidated Damages (LD) and other commercial terms and conditions agreed to As per Part III of RFP.	

INSTRUCTION TO THE BIDDERS

Instruction for online Bid Submission instruction to the Bidders to submit the bids online through at eprocare.gov.in are under as follows.

1. Possession valid enrolment/registration of the contractors/bidders on the portal is a prerequisite for e- tendering,
2. Bidder should do the enrolment in the procurement site using the “click here to enroll” option available on the home page Portal enrolment is generally free of charge, during enrolment /registration the bidders should provide the correct/true information contractors/bidders through email/id- provided.
3. Bidder need to login to the site through their user ID/password chosen during enrolment/registration.
4. Then the Digital Signature Certificate (Case II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra or any Certifying authority recognized by CCA India on e-Token/Smart Card should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Bidder logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e- Token/Smart card to access DSC,
7. In case of limited tender the registered dealers/the bidders invited to participate in the tender will receive a notification through e-mail with respect to tender and after log in the bidder selects the tender and moves it to “my tenders” In case of open tender the bidder selects the tender which he/she is interested in by using the search option and then moves it to the “my tender” folder.
8. From my tender folder, the bidder selects the tender to view all the details indicated.
9. After download/getting the tender document/schedules, the bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
10. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre- bid meeting if any or during the pre-bid meeting if any.
11. Bidder should take into account the corrigendum published before submitting the bids online.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the document as asked otherwise the bid will be rejected.
13. The Bidders can update well in advance, the documents such as certificates, annual report details etc, under My Space option and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

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14. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document schedule and generally, they can be in PDF formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded, if permitted. Bidders Bid documents may be scanned with 300 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
15. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date and time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder must read the terms and conditions and accept the same to proceed further to submit the bid packets.
17. The Bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. The submitted bid will not be acceptable if otherwise.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders must note that the very act of using DSC for downloading the bids uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including. General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. The tech bid acceptance will be subject to physical receipt of specified documents at the time of tech bid opening. Further, the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids physically by the bidders under any circumstances whatsoever.
21. If the price bid format is provided in a spread sheet file like BoQ xxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BoQ template must not be modified/replaced by the bidder else the bid submitted is liable to be rejected for this tender.
22. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
23. After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
24. The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting bid submission, bid opening etc., in the e- tender system. The bidders should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening.

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26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers or the procurement officer opens public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provide in the tender document. The bidders for any further queries can also to contact over phone: 1-800-233-7315 or send a mail over to - cppp-nic@nic.in.
30. The undertaking to the effect that the terms and conditions stipulated in the tender documents are acceptable by the authorized signatory of the bidders registered firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the bidders.