Reply should be addressed to The Commanding Officer

INS India
Dara Shukoh Road
New Delhi 110011

Quoting No. NRS/202/Sahara Hostel

16 Sep 22

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INVITATION OF BID FOR CONCLUSION OF MAINTENCE CONTRACT FOR SAHARA HOSTEL AT D-6 VASANT KUNJ NEW DELHI

- 1. Bids in sealed cover are invited for supply of items/services listed in Part -II of this RFP. Please super scribe the above-mentioned title, RFP number and date of opening of the bids on the sealed cover to avoid the bids being declared invalid.
- 2. The address and contact numbers for sending bid or seeking clarifications regarding this RFP are given below
 - (a) <u>Bid/queries to be addressed to</u>: The Commanding Officer INS India (for CRSO)
 - (b) <u>Postal address for sending the Bid</u>: The Sahara Hostel, D-6, Vasant Kunj, New Delhi 110070.

(c) <u>Name/designation of the contact personnel:</u> Cdr Dashrath

(d) Telephone no. of the contact personnel: 011 26135269

(f) <u>Fax number</u>: **011 26135268**

- 3. This RFP is divided into five parts as follows:
 - (a) Part I Contains general information/instructions for the bidder about the RFP like the time, place of submission and opening of tenders, validity period of tenders, etc.
 - (b) Part II Contains essential details of the items/services required, such as the schedule of requirements (SOR), technical specifications, delivery period, mode of delivery and consignee details.
 - (c) Part III Contains standard conditions of RFP, which will form part of the contract with the successful bidder.
 - (d) Part IV Contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.

- (e) Part V Contains evaluation criteria and format for price bid.
- 4. This RFP is being issued with no financial commitment and can be obtained between 1000 hr to 1700 hr on all working days from 16 Sep 22 to 30 Sep 22 from office of Oi/C Sahara Hostel, D-6, Vasant Kunj, Delhi-110070 the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
- 5. RFP would also be available for download on website www.irfcnausena.nic.in between 16 Sep 22 to 30 Sep 22.

(Dashrath) Commander CRSO

for Commanding Officer

Part I – General information

- 1. <u>Last date and time for depositing the bid</u>. 06 Oct 22 by 1200 hr. The sealed bid should be deposited/reach by due date and time. The responsibility to ensure lies with the bidder.
- 2. <u>Manner of depositing the bid</u>. Sealed bid should be either dropped in the tender box marked as <u>O&M contract for Sahara Hostel</u> or sent by registered post at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents (bid by FAX/e-mail are not valid).
- 3. <u>Time and date for opening of bid</u>. 07 Oct 22 at 1200 hr. (If due to any exigency, the due date for opening of the bid is declared a closed holiday, the Bid will be opened on the next working day at the same time or on any other day/time, as intimated by the buyer).
- 4. <u>Location of the Tender Box</u>. Office of the CRSO, First Floor, Sahara Hostel, D-6, Vasant Kunj, New Delhi-110070 only those Bid that are found in the tender box will be opened. Bid dropped in the wrong Tender Box will be rendered invalid.
- 5. <u>Place of opening of the Bid.</u> Office of CRSO, First Floor, Sahara Hostel D-6, Vasant Kunj, New Delhi-110070. (The Bidder may depute their representatives, duly authorized in writing, to attend the opening of Bid on the due date and time. This event will not be postponed due to non-presence of your representative).
- 6. <u>Pre-Bid Meeting</u>. The firms if desirous requested to assemble at Office of the CRSO, First Floor, Sahara Hostel, D-6, Vasant Kunj, New Delhi-110070 on **30 Sep 22** by 1100 hr for pre-bid meeting prior submission of their bid. The firm may do site survey before submitting the quotation.
- 7. <u>Forwarding of Bid</u>. Bid should be forwarded by Bidder under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
- 8. <u>Clarification regarding contents of the RFP</u>. A prospective bidder who requires clarification on the bidding document/process shall notify to the Buyer in writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bid. Copies of the query and clarification by the purchaser will be sent to all prospective bidder who have received the bidding documents.
- 9. <u>Modification and Withdrawal of Bid</u>. A bidder may modify or withdraw his bid after submission provided that the written notice is received prior to deadline for submission of bid. A withdrawal notice may be sent by fax should be followed by a signed confirmation copy so as to not later than the deadline for submission of bid. No bid shall be modified/withdrawn after the deadline for submission of bid. Deviations will result in Bidder's forfeiture of bid security.

- 10. Clarification regarding contents of the Bid. During evaluation/Comparison of bid, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 11. <u>Rejection of Bid.</u> Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 12. <u>Unwillingness to quote.</u> Bidder unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- 13. <u>Validity of Bid.</u> The Bid should remain valid till 90 days from the last date of submission of the Bid.
- 14. <u>Earnest Money Deposit.</u> The Bid should be accompanied by an EMD of Rs 50,000/- (Rupees Fifty Thousand Only) in the form of Bank Order/DD payable to "Sahara Welfare Fund".
- 15. <u>Certificate by Vendor</u>. It is mandatory for the vendor to fill up the compliance matrix at Appendix 'A' and Fall Clause Certificate at Appendix 'B" to this RFP and submit the same along with the bid submitted.

Part II - Essential Details of Items/Services required

- 16. Provision of a comprehensive maintenance of the Sahara Hostel Complex including office area, common area, gardens and 34 dwell units for *a period of one year*. (Extendable for further two year with a increment of up to 4% on yearly basis on mutual agreement with the firm)
 - (a) The details of the property:-

(i)	Total Plot Area	2050 Sqm
(ii)	Total Plinth Area	715 Sqm
(iii)	Total Basement Area	1092 Sqm
(iv)	Total Green/Footpath Area	Footpath – 200 Sqm
All IX	And the second s	Green Area – 200 Sqm
(v)	No. of floors of building including basement	Basement+Stilt+4 floors with one Office, two community Hall and 34 in no 1 BHK Dwelling Units

(b) Scope of work: - Manpower envisaged for undermentioned work is a pump Operator (skilled worker) and 04 non skilled workers

(i)	Cleaning and floor polishing of entire common area, office spaces/community halls, toilets and green area including supply of cleaning, sanitary material and garbage bags as required on regular basis			
(ii)	Garbage collection from the residents/office spaces/community spaces and proper disposal			
(iii)	Upkeep and maintenance of building complex including overall painting (internal area/façade/gate etc) and welcome cleaning/painting of dwelling unit's prior to allotment			
(iv)	Maintenance / repair of Air conditioners. (17 in Nos.) including replacement of spare parts as required			
(v)	Cleaning of all tanks half yearly (storage/underground/overhead/STP tanks) and sewer lines including supply of cleaning gears/chemicals			

17. <u>Delivery Period.</u> Delivery period for commencement of services/supply of items will commence immediately on placing of supply/work order/signing the contract. In the event of poor service delivery or deficiency in works the contract can be cancelled unilaterally by the Buyer after giving one month notice. Extension of delivery period will be at the sole discretion of the Buyer.

18. Consignee Details. The Officer in Charge

Sahara Hostel D-6 Vasant Kunj New Delhi 110070

19. <u>Delivery place.</u> Sahara Hostel

D-6 Vasant Kunj New Delhi 110070

20. Transportation. F.O.R destination.

21. Eligibility Criteria.

- (a) Average annual turnover during the last three years, ending Mar 2022 should be at least Rs. 25 Lakh
- (b) Experience of having successfully completed similar works during last three years ending 31 Mar 22. **Definition of "similar work"**. "Similar Work" means a legally valid contract, executed in full, for a comprehensive work package undertaken on turnkey basis, encompassing erection and

(c) Police verification not older than 12 months for all workers.

(d) Documentary evidence of the eligibility criteria mentioned above, copies of contracts/supply orders along with satisfactory contract/order execution report(s) issued by the concerned organization should be enclosed by the bidder.

Part III Standard Condition of RFP

- 22. 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.
- 23. <u>Law</u>. 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.
- 24. <u>Effective Date of the Contract</u>. The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 25. Arbitration. That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and contractor may agree for arbitration. The Commanding Officer, INS India will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.
- 26. 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 favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts

with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor 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.

- 27. Agents / Agency Commission. The seller confirms and declares to the buyer that the seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
- 28. <u>Access to Books of Accounts.</u> 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.
- 29. <u>Non-disclosure of Contract documents</u>. 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.
- 30. <u>Liquidated Damages.</u> In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total contract value.

- 31. <u>Termination of Contract</u>. The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
 - (a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

- (c) The delivery of material is delayed due to causes of Force Majeure by more than (04 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.
- 32. <u>Notices</u>. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail.
- 33. <u>Transfer or Sub-letting</u>. 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.
- 34. 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 the fact of infringement of any or all the rights mentioned above.
- 35. <u>Amendments.</u> No provision of present Contract shall be changed or Modified in any way (including this provision) either in whole or in part except Present Contract. 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

36. Taxes and Duties

- (a) Bidders must indicate separately the relevant taxes/ duties likely to be paid in connection with delivery to completed goods specified in RFP. Total cost quoted by them in their bids will be taken into account in the ranking of bids.
- (b) If a bidder is exempted from payment of any Duty/ Tax up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from tax authorities.

- (c) Any changes in levies, taxes and duties levied by Central/State/local governments such as excise duty, GST, Service Tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall include all reliefs, exemptions, rebates, concessions etc, if any, obtained by the seller. Section 64-A of sales of goods act will be relevant in this situation.
- (d) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, GST, Service tax, Octroi/entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by the Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.
- (e) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.
- (f) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
- (g) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the Local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

Part IV – Special Conditions of RFP

- 37. 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.
- 38. <u>Performance Guarantee.</u> The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a

private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

39. Payment terms. The payment terms are as follows:-

- (a) 100% Payment will made through INS India Non Public Fund quarterly in four equal installment subject to production of satisfactory work completion certificate by the user. The first installment will be paid three months after the effective date of the contract.
- (b) It is mandatory to the supplier/vendor to indicate their bank account number and other relevant payment details so that payments can be made through Cheque.
- (c) <u>Financial Capabilities of firm</u>. The firm should have financial capability to procure and install items. This payment will not be linked to clearance of bills by the INS India.
- 40. Advance Payment. No advance payment(s) will be made.
- 41. Paying Authority. Commanding Officer INS India
- 42. <u>Fall clause.</u> The following fall clause will form part of the contract placed on successful Bidder:-
 - (a) The price charged for services under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the services or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of 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.
 - (b) If at any time, during the said period the Seller reduces the price, sells or offer to sell such services 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, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.
- 43. Risk & Expense clause. In the event of the contractor to comply with the contractual obligations, the Commanding Officer, INS India, at his discretion, will be free to make alternative arrangement at the risk and expenses of the contractor on the prevailing market rates. Expenses incurred on such risk and expense shall be debited from the payment accruing to the contractor in future.

44. Force Majeure

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- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon 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.
- 45. <u>Transportation</u>. The successful bidder will be responsible for bearing all transportation costs to the Consignee Premises including insurance, packaging & freight and any such charges unless any deviations are mutually agreed upon by the BUYER and SELLER.
- Specification. The following Specification clause will form part of the contract 46. 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 requirement of the Buyer Services specific modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will. however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buver free of cost within (07) days of affecting such upgradation/alterations.
- 47. Earliest Acceptable Year of Manufacture. Quality / Life certificate will need to be enclosed with the Bill.

- 48. Quality. The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.
- 49. <u>OEM Certificate.</u> That in case the Contractor is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.
- 50. **Product Support.** The firm has to provide complete product support during warranty.
- 51. <u>Claim.</u> It should be clearly mentioned in RFP that the purchaser shall promptly notify the supplier in writing of any claims arising under the warranty. The time period generally acceptable for notifying the claim, which may be indicated in the RFP, is as follows:-
 - (a) <u>For quantitative discrepancy.</u> Within ninety days from the date of delivery of the consignment in case of delivery by Air or road and within one hundred and twenty day from date of delivery in case of delivery by sea.
 - (b) <u>For qualitative discrepancy.</u> The warranty should remain valid for twelve months after the goods or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen months after the date of shipment from the place of loading, whichever period concludes earlier.
 - (c) For quality claims on account of defects or deficiencies. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period

52. Warranty

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

- (a) Only those Bid will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP,
- (b) The Lowest Bid (L1) will be decided upon the <u>overall lowest price</u> quoted by the Particular Bidder as per the Price Format given. It is mandatory to quote for all the items:-

er	Description of Item	Rate	<u>GST</u>	Amount
(i)	Cleaning and floor polishing of entire common area, office spaces/community halls, toilets and green area including supply of cleaning, sanitary material and garbage bags as required on regular basis			
(ii)	Garbage collection from the residents/office spaces/community spaces and proper disposal	0	design of the second se	
(iii)	Upkeep and maintenance of building complex including overall painting (internal area/façade/gate etc) and welcome cleaning/painting of dwelling unit's prior to allotment		All and a second	
(iv)	Maintenance / repair of Air conditioners. (17 in Nos.) including replacement of spare parts as required			
(v)	Cleaning of all tanks half yearly (storage/underground/overhead/STP tanks) and sewer lines including supply of cleaning gears/chemicals			
			Total	
	(A) 20 3 (A) 15 (A) 2 (A) 2 (A) 2 (A) 2 (A) 3 (A) 4 (A	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	GST	
		to Chapter	G/TOTAL	· P

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

- (i) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- (ii) The Seller warrants for a period of 12 months for general items from the date of work completion certificate issued by this office, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
- (iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.
- (i) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 10 % of the warranty period.
- (v) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 50% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 07 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after fitment and Inspection by the Buyer/date of installation and commissioning.
- 53. Inspection Authority. Officer in Charge Sahara Hostel
- 54. <u>Inspection Place</u>. Sahara Hostel D-6 Vasant Kunj. New Delhi 110070

Part V – Evaluation Criteria & Price Bid issues

55. **Evaluation Criteria.** The broad guidelines for evaluation of Bid will be as follows:

- (d) The <u>overall Lowest (L1) Acceptable Bid</u> will be considered further for a Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to one Bidder only for being lowest for whole system and not for individual components. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- 56. Price Bid Format. Item wise quotations should be given for the individual activities.

COMPLIANCE MATRIX BY THE VENDOR (It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bid submitted)

<u>Ser</u>	<u>Clause</u>	Compliance	Yes/No
01	Para 7 part I of RFP. Documentary proof of GST/CST Registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Proof attached	
02	Para 14 part I of RFP – EMD In case vendor is registered with DGS&D, NSIC or any other govt organisation, please enclose self- attested copy of valid registration certification	Rs 50,000.00 (Rupees Fifty Thousand Only)	
03	Para 17 Part II of RFP – Delivery Period	Please indicate delivery period is acceptable	
04	Para 38, Part IV of RFP	Acceptance of PBG Clause	
05	Para 39,40 and 41, Part IV of RFP	Acceptance of payment through cheque and Payment terms	
06	Para 42 , Part IV of RFP	Acceptance of Fall Clause and certificate has been signed and submitted as per enclosed format	
07	Para 45, Part IV of RFP	Acceptance of Transportation Clause	
08	Para 52, Part IV of RFP	Acceptance of Warranty Clause	1 1 1
09	Acceptance of Standard Conditions of Contract as per DPM – 09	Standard Conditions of Contract as per DPM – 09 have been read and understood in all aspects and acceptable, and there is no objection to including the same in the Contract	
		Agreement.	100
10	Para 21 (a) (b) (c), Part II or RFP	Average annual turnover is 25 Lakh	

Signature of Bidder

Office Stamp

CERTIFICATE OF FALL CLAUSE (It is mandatory to submit this Certificate, failing which The bid will be rejected)

"We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be 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.

Office Stamp

Signature of Bidder