

F.No. 10-14/2014-Genl.  
GOVERNMENT OF INDIA  
NATIONAL DISASTER MANAGEMENT AUTHORITY  
A-1, Safdarjung Enclave. New Delhi -29  
\*\*\*\*\*

Dated – 13.04.2018

**E-NOTICE INVITING TENDER**

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi, on behalf of the President of India invites online bids in two bid system (Technical & Financial) from the prospective contractors for a period of **two years (and extendable by one year)** for the comprehensive maintenance contract for the maintenance of Air Conditioners of different type/make, at NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi as mentioned in the tender document at the offices located mainly at NDMA Bhawan, Safdarjung enclave and Lok Nayak Bhavan premises, Delhi etc.

Manual bids shall not be accepted.

The Tender Document floated for the purpose can be downloaded only from [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) and bid can **only** be submitted through the same website. Bid submitted other than on CPP portal will not be accepted. Important dates related to this tender are furnished below for information:

**Critical Date Sheet**

Sl. No.	Particulars	Date	Time
01	Date of Online Publication of Tender	13.04.2018	17.00 Hrs.
02	Tender Document Download Start Date	13 .04.2018	17.30 Hrs.
03	Bid Submission Start Date	13 .04.2018	18.00 Hrs.
04	Bid submission Close Date	16.05.2018	14.00 Hrs.
05	Opening of Technical Bids	17.05.2018	15.00 Hrs.

*Interested parties may submit online bids on or before the prescribed last date of submission of Tender on the website <https://eprocure.gov.in/eprocure/app>.*

Sd/-  
(Amrapali Dixit)  
Assistant Advisor  
National Disaster Management Authority,  
A-1 Safdarjung Enclave,  
New Delhi-110029,  
Phone No. 26701730

## TENDER DOCUMENT

### (Section – I)

#### DETAILED INFORMATION/TERMS & CONDITIONS IN CONNECTION WITH THE TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) OF AIR CONDITIONERS FOR NATIONAL DISASTER MANAGEMENT AUTHORITY AT DELHI.

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi, on behalf of the President of India invites online bids in two bid system (Technical & Financial) from the prospective contractors for a period of **two years (and extendable by one year)** for the comprehensive maintenance contract for the maintenance of Air Conditioners of different type/make at NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi as mentioned in the tender document at the offices located mainly at NDMA Bhawan, Safdarjung enclave and Lok Nayak Bhawan premises, Delhi etc. Bids shall be submitted online **only** at CPPP website [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). Tenderers/contractors are advised to follow the instructions provided as per **Annexure-VIII** and also provided in the Instructions to the Contractors/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at above mentioned site. The schedule of the Critical Date Sheet is as under:-.

### Critical Date Sheet

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Bids to be submitted online in two packet system only:

#### **1. Technical Bid**

Technical bid should contain Signed and scanned copies of below mentioned documents. Non submission of any of these document may result in cancellation of your bid:

- Check list (as per annexure VI).
- Certificate of satisfactory performance from any Govt. Deptt./PSUs of at least two annual contracts in the last three years in similar services(Calendar year 2015, 2016 & 2017).
- Authorization letter for the bid opening.
- There is no tender fee for the bidders who download the tender documents from the website
- Bid Security in the form of Account Payee Demand Draft/FDR/ Banker's Cheque of **Rs. 20,000/-** in favour of DDO, NDMA.

**or**

Receipt/Challan of RTGS/NEFT payment of Bid Security of **Rs. 20,000/-** in favour of PAO, NDMA.

**or**

Exemption from Bid Security, if any applicable, as per provisions contained in Rule 170 of General Financial Rules 2017. Bidders should produce valid documentary evidence for such exemption while submitting bid documents.

- (f) Power of attorney.
- (g) Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No. 10-14/2014-GenI (containing 28pages) by the authorized person/ persons.
- (h) Certificate from Chartered Accountant regarding Annual Turnover of more than 10 Lakh rupees business for last two years (2015-16 & 2016-17) and Provisional self attested certificate (unaudited) for the year 2017-18 be also enclosed. (copy of balance sheet and profit and loss statements etc., need not be enclosed).
- (i) Valid Goods and Service Tax No., Aadhar Card and PAN card.
- (j) Certificate of Incorporation/ Firm Registration Certificate/ proprietorship certificate.
- (k) No near relative certificate.

## **2. Financial Bid**

Price Bid to be uploaded online as prescribed BOQ\_XXXX format attached in this tender.

## **3. SUBMISSION OF BID**

- 3.1 The tender document can be downloaded only from [www.eprocure.gov.in](http://www.eprocure.gov.in) and can only be submitted through the same website. Scanned copies of all the documents as mentioned in Caluse-1 above including scanned copies of EMD in the form of demand draft & Tender Fee should be submitted with e-bid, if applicable.
- 3.2 It is also required to submit hardcopies of EMD & Tender Fee, if applicable (in case of Account Payee Demand Draft/FDR/ Banker's Cheque or Bank Guarantee) in original instruments in a sealed envelope superscribed for "Comprehensive Annual Maintenance Contract (AMC) of Air Conditioners of National Disaster Management Authority" and addressed to "Assistant Advisor (General), National Disaster Management Authority, NDMA Bhawan,A-1, Safdarjung Enclave, New Delhi- 110029" at Main Reception, NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi – 110029 on or before the closing date and time.
- 3.3 Bidders who had downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with NDMA.
- 3.4 Intending bidders are advised to visit CPPP website <https://eprocure.gov.in> at least three days prior to closing date of submission of tender for any corrigendum/addendum/amendment.

## **4. OPENING OF THE BID**

- 4.1 Technical Bids will be opened as per Critical Date Sheet.
- 4.2 Financial Bids of the eligible bidders will be opened on a later date. The date & time for opening of Financial Bids will be announced later.
- 4.3 Offline Bids will not be accepted under any circumstances.

## **5. TENDER FEE**

- 5.1 There is no tender fee for the bidders who download the tender documents from the website.

## 6. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY.

- 6.1 EMD of Rs.20,000/- (Rupees twenty thousand only) in the form of Account Payee Demand Draft/FDR/ Banker's Cheque or Bank Guarantee from any scheduled Bank in Delhi/ New Delhi in favour of " **Drawing & Disbursing Officer, National Disaster Management Authority, New Delhi-110029**" should be submitted as mentioned in clause 3 of this tender document. EMD should be **valid** for a period of **45 days** beyond the final bid validity period **or** the EMD may be deposited electronically by RTGS in favour of '**PAO, NDMA**' payable at '**New Delhi**', **Bank Name-State Bank of India, Safdarjung Enclave, New Delhi, Account Number: 31454767006, IFSC Code: SBIN0013182. Exemption from Bid Security, if any applicable, as per provisions contained in Rule 170 of General Financial Rules 2017. Bidders should produce valid documentary evidence for such exemption while submitting bid documents.** Bidders are required to submit the details of EMD payment at the time of bid preparation.
- 6.2 The bid security of the unsuccessful bidder will be discharged /returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. EMD of the successful bidders will be returned only after receipt of Performance Security.
- 6.3 The amount of EMD is liable to be forfeited if the tenderer refuses the offer after submission of the tender or after the acceptance of the offer by the NDMA or fails to sign the contract or to remit the Performance Security Deposit. **The bidder will not be eligible to participate in the tender for same item for two years from the date of issue of APO. The bidder will not approach the court against the decision of NDMA in this regard.**
- 6.4 No interest will be paid by the NDMA on the EMD/Performance Security deposited.
- 6.5 The Hard Copy of original instruments in respect of cost of tender document, if applicable, earnest money, must be delivered to the Assistant Adviser, National Disaster Management Authority, NDMA Bhawan,A-1, Safdarjung Enclave, New Delhi- 110029" at Main Reception, NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi – 110029 on or before the closing date and time. Tendered shall likely to be liable for legal action for non-submission of original payment instrument like Account Payee Demand Draft/FDR/ Banker's Cheque/Bank Guarantee, against the submitted bid. The instrument submitted for tender fee shall be non refundable.

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS (TECHNICAL SPECIFICATIONS)**

#### **A. INTRODUCTION**

##### **1. DEFINITIONS:**

- (a) "The NDMA" means the National Disaster Management Authority.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Service provider" means the Companies/Firms/Agencies providing “Comprehensive Maintenance Contract for the maintenance of Air Conditioners” under the agreement.
- (d) "The Goods" means the services which the vendor is required to provide for maintenance of Air Conditioners to the NDMA under the contract.
- (e) "The Advance Work Order"(AWO) means the intention of NDMA to place the Work Order on the bidder.
- (f) "The Work Order" means the order placed by the NDMA on the Service provider assigned by the NDMA including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Agreement" appearing in the document.
- (g) "The Contract Price" means the price payable to the Service provider under the Work Order for the full and proper performance of its contractual obligations.
- (h) The selected bidder herein after called as service provider of providing “Comprehensive maintenance contract for maintenance of Air Conditioners to NDMA”, will undertake to provide the requisitioned services to NDMA subject to the terms and conditions contained in the agreement for which an agreement prescribed by NDMA has to be assigned.
- (i) The agreement will be for “Comprehensive maintenance contract for maintenance of Air Conditioners to NDMA”, under the agreement and no extra charges will be payable by the Authority for any other service. It will be the responsibility of the company/firm/agency to provide requisitioned services.
- (j) The number of Air Conditioners may vary from time-to-time during the currency of the contract. Payment will be made on quarterly basis upon satisfactory performance from the date of receipt of valid bills to the NDMA. The bill shall be submitted in duplicate to the Assistant Adviser/Under Secretary (Gen), duly signed by the contractor.

##### **2. ELIGIBLE BIDDERS:**

This invitation for bids is open to the firms who satisfy the criteria mentioned in technical bid (Clause 1 of tender document) and other terms and conditions of tender document

##### **3. COST OF BIDDING:**

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

## **B. THE BID DOCUMENTS:**

### **4. BID DOCUMENTS:**

4.1 The goods/services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Tender Notice (Section I)
- (b) General (Commercial) Conditions of the Contract (Section III)
- (c) Schedule of Requirements (Section IV)
- (d) List of items to be maintained (As in Annexure-V subject to clause 21 of Section II)
- (e) Format for Contract form (Annexure-I)
- (f) Format for Bid Form (Annexure-II)
- (g) Format for Performance Security Bond Form (Annexure-III)
- (h) Format for Letter of authorization to attend bid opening (Annexure-IV)
- (i) Price Schedules (Annexure-V)
- (j) The check list (Annexure-VI&VII)
- (k) Instruction to Bidders (Annexure-VIII)

4.2 The Bidder is expected to go through all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid at the technical bid opening stage.

### **5. CLARIFICATION OF BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the NDMA in writing at the NDMA's mailing address indicated in the Invitation for Bids. The NDMA shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than one week prior to the last date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the NDMA shall be sent to all the prospective bidders who have received the bid documents.

### **6. AMENDMENT OF BID DOCUMENTS:**

6.1 At any time, prior to the date of submission of bids, the NDMA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments made will be uploaded in the CPPP portal in same manner as incase of tender document.

6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the NDMA may, at its discretion, extend the deadline for the submission of bids suitably.

## **C. PREPARATION OF BIDS**

### **7. DOCUMENTS COMPRISING THE BID:**

The bid prepared by the bidder shall comprise of **(1) The Technical bid and (2) Financial bid:**

7.1 The **Technical Bid** shall contain the documents as mentioned in clause 1 of Section-I of tender document.

7.2 The **Financial Bid** shall contain the documents as mentioned in clause 2 of Section-I of tender document.

Note: All the documents submitted (whether original or photocopy or scanned) in the bid must be legible, otherwise the bid is likely to be rejected.

### **8. BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents as per Annexure- II and Annexure-V respectively.

### **9. BID PRICES:**

9.1 The bidder shall give price schedule given in Annexure-V. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the NDMA.

9.2 The Rates quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected. If the bidder quotes two rates under different options, the lowest rate will be taken into account.

9.3 The unit price quoted by the bidder shall be in sufficient detail to enable the NDMA to arrive at prices offered for each item in annexure - V.

9.4 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc. into account.

### **10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the documents or whichever is required as per clause 1 of Section-I of tender document.

### **11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:**

11.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all services, which he proposes to render under the contract.

11.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of literature and data and shall furnish a clause-by-clause compliance on the NDMA's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/ persons. In case of deviations a Statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification (Section-II) and commercial Conditions (Section-III) and Schedule of requirements (Section-IV) shall not be considered.

11.3 For purposes of compliance to be furnished pursuant to clause 11.2 above the bidder shall note that the standards for workmanship and material and reference to brand names or catalogue number, designated by the NDMA in its Technical Specifications are intended to be descriptive only and not restrictive.

## **12. PERIOD OF VALIDITY OF BIDS:**

12.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the NDMA. A bid valid for a shorter period shall be rejected by the NDMA as non-responsive.

12.2 In exceptional circumstances, the NDMA may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be permitted to modify his bid.

## **13. SUBMISSION OF BIDS:**

13.1 Bids must be received by the NDMA at the address specified under Section-I of tender document not later than the prescribed time on due date.

13.2 The NDMA may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the NDMA and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **D. BID OPENING AND EVALUATION**

### **14. OPENING OF BIDS:**

14.1 The Technical bids shall be opened in the presence of bidders or his authorized representatives who choose to attend on opening date and time. The Bidder's representatives, who are present, shall sign their attendance in a register. The copy of Authority letter (Annexure-IV) to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

14.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

14.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the NDMA, at its discretion, may consider appropriate; will be announced at the opening.



## **15. CLARIFICATION OF BIDS:**

15.1 To assist in the examination, evaluation and comparison of bids the NDMA may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

## **16. TECHNICAL EVALUATION/ TECHNICAL BID OPENING:**

16.1 NDMA shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order as per the checklist (Annexure-VI).

16.2 Prior to the financial Bid opening, pursuant to clause 17, the NDMA will determine technical qualification of each technical bid to the Bid documents. For purposes of these clauses, a technically qualified bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The NDMA's determination of bid's technical qualification is to be based on the contents of the bid itself without recourse to extrinsic evidence.

16.3 A bid determined as technically non-qualified will be rejected by the NDMA and shall, not subsequent to the bid opening, be made technically qualified by the bidder by correction of the non-conformity.

## **17. FINANCIAL EVALUATION/FINANCIAL BID OPENING OF TECHNICALLY QUALIFIED BIDDERS:**

17.1 The NDMA shall open financial bids and evaluate the bids previously determined to be technically qualified pursuant to clause 16. Only technically qualified successful bidders or his authorized representatives would be called to attend opening of financial bids. The financial bids of non qualified technical bidders shall not be opened.

17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the NDMA. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Service provider does not accept the correction of the errors, his bid shall be rejected.

17.3 The evaluation shall be done on L-1 rates on package basis of all the ACs. The comparison for evaluation shall be of consolidated rates of the ACs inclusive of all Taxes and levies but excluding service tax.

## **18. CONTACTING THE NDMA:**

18.1 Subject to Clause 15, no bidder shall try to influence the NDMA on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

18.2 Any effort by a bidder to influence the NDMA in the NDMA's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

## **19. NDMA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The NDMA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the NDMA's action.

## **20. AWARD OF CONTRACT:**

20.1 The NDMA shall consider placement of orders for "Comprehensive maintenance contract for Maintenance of Air Conditioners in NDMA" on that bidder whose offers have been found technically, commercially and financially acceptable.

20.2 In case L1 firm/agency backs out the tender/contract will be cancelled and fresh tender will be invited.

## **21. NDMA'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The NDMA reserves the right at the time of award of contract or during the continuance of the contract to decrease or increase the quantity of items offered for "Comprehensive maintenance contract for maintenance of Air Conditioners" in NDMA on the basis of reduction by virtue of expiry of life of the item or addition after expiry of warranty period and services specified in the schedule of requirement without any change in unit price for similar configured items on the same terms and conditions. The number of requisitioned items may vary from time-to-time during the currency of the contract. Payment will be made on quarterly basis upon satisfactory performance from the date of receipt of valid bills to the NDMA.

## **22. ISSUE OF ADVANCE WORK ORDER:**

22.1 The issue of an Advance Work Order shall constitute the intention of NDMA to enter into the contract with the bidder.

22.2 The bidder shall within 15 days of issue of an advance work order give his acceptance along with performance security in conformity with Annexure III provided with the bid documents.

## **23. SIGNING OF CONTRACT:**

23.1 The issue of work Order shall constitute the award of contract on the bidder.

23.2 Upon the successful bidder furnishing of performance security, the NDMA shall discharge its bid security, pursuant to clause 6 of Section-I of tender document.

## **24. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of Clause 23 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tender shall be cancelled and NDMA may call for new bids

**E. PERIOD OF CONTRACT:**

25. The contract will initially be valid for a period of two years from the date of award and may be extended further for a period less than or upto 1 year subject to satisfactory performance of the Firm and subject to the approval of the competent authority and mutually agreed terms and conditions. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period.

## SECTION – III

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### **1. APPLICATION:**

The General Conditions shall apply in contracts made by the NDMA for “Comprehensive maintenance contract for maintenance of Air Conditioners” in NDMA by the bidder.

#### **2. STANDARDS:**

The services provided under this contract shall conform to the standards prescribed in the schedule of requirements as mentioned in Section-IV.

#### **3. PERFORMANCE SECURITY:**

**3.1 The service provider shall furnish Performance Security to the NDMA for an amount of 10% of contract value in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank as in Performa of Annexure-III.**

3.2 The Performance Security shall be valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider including warranty obligations. In case of extension of Tender, the Performance Security is to be extended correspondingly.

3.3 The Bid Security shall be refunded to the successful bidder on receipt of Performance Security.

3.4 The Performance Security Bond will be discharged by the NDMA after completion of the service provider's performance obligations under the contract.

3.5 In the event of breach of contract by the service provider in terms of the contract signed by him, Performance Security will be forfeited and credited to NDMA Account.

#### **4. WARRANTY:**

4.1 The contractor shall provide the warranty for 6 months that items supplied/ replaced shall be new and free from all defects and faults in material.

#### **5. PAYMENT TERMS:**

5.1 Payment will be made on quarterly basis on receipt of valid bills from the contractor and also upon receipt of satisfactory performance certificate from the authorized official of NDMA, designated for the purpose. The contractor shall submit bills duly signed by him in duplicate. The above is a tentative schedule of payment and does not confer any legal or other right on the contractor to proceed against the Department if the payment gets delayed due to budgetary or other unforeseen reason.

#### **6. PRICES:**

Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/ duties will be paid/ regulated by NDMA during this period.

## **7. SUB CONTRACTS:**

No subcontracting will be permissible.

## **8. TERMINATION FOR DEFAULT:**

8.1 The NDMA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service provider, terminate this Contract in whole or in part.

(a) If the service provider fails to maintain AC within the time period(s) specified in the Contract or any extension thereof granted by the NDMA pursuant to Clause 5 of section IV.

(b) If the service provider fails to perform any other obligation(s) under Contract: and

(c) If the service provider, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as NDMA may authorize in writing) after receipt of the default notice from NDMA.

8.2 In the event the NDMA terminating the contract in whole or in part, pursuant to Para 10.1, the NDMA may get the maintenance work done for the remaining period of the contract, upon such terms and in such manner as it deems appropriate, and the service provider shall be liable to NDMA for payment of expenditure incurred by them on such maintenance services. However, the service provider shall continue performance of the contract to the extent it has not been terminated.

8.3 NDMA reserves the right to terminate the contract at any time or stage during the period of contract, by giving one month's notice in writing without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for providing services to NDMA already performed in terms of the contract, the same would be paid to it as per the contract terms.

## **9. TERMINATION FOR INSOLVENCY:**

The NDMA may at any time terminate the contract by giving written notice to the Service provider, without compensation to the service provider, if the service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the NDMA.

## **10. ARBITRATION:**

10.1 In the event of any question, dispute or difference arising under this Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitral Tribunal, hereinafter called the "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

10.2 The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time.

## **11. Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of Assistant Advisor/Under Secretary (Gen.), NDMA as to whether the supplies/services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

## **12. Set Off:**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the NDMA or any other person or persons contracting through the NDMA and set off the same against any claim of the NDMA or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with NDMA or such other person or persons contracting through NDMA.

## **13. PENALTY:**

13.1 All faults booked on any working day or holidays will have to be rectified within six hours on same day. In case the firm fails to rectify within the prescribed time limit, penalty of 2% of contract value will be imposed per week and deducted from the bill or performance bank guarantee. Breakdown period will include Saturdays, Sundays and holidays also.

13.2 In case of non-adherence to preventive maintenance schedule, a penalty of 10% of the total of AMC charges for the Quarter for every such failure in a quarterly schedule will be recovered.

## SPECIAL CONDITIONS OF THE CONTRACT

1. The Terms “Comprehensive Maintenance” shall include oiling, chemical washing, cleaning, greasing (general servicing), gas-filling, replacement of filter pads, and replacement/repair of motors/compressor/stabilizer/installation, De-installation/shifting etc. of any or all the machines during the currency of the contract at the exclusive risk, responsibility and cost of the contract supplied by the firm wherever necessary during the currency of the contract. In brief, the Department shall not bear any cost for anything whatsoever after the AC units having been handed over to the contractor for maintenance.
2. The successful contractor shall be required to inspect all the ACs and put these into operation latest by the dates from which they are to come under AMC failing which the contract may be cancelled by NDMA without assigning any further reason and the security deposit by the contractor shall be forfeited. For the inspection of the ACs, the US(Gen.) may be contacted.
3. For regular and proper maintenance of the ACs and for immediately attending to complaints received from officers, it shall be obligatory on the part of the contractor to ***depute sufficient qualified mechanics to this office on all working days throughout the period from 9.30 AM to 6.00 PM. The mechanics shall remain in close contact with AA/US (Gen.) so that the General Section can attend immediately to the complaints received from the users of AC Units, during the period of contract.*** Should any eventuality arise, the NDMA shall request for the services of the mechanic on Saturday/Sunday/Holiday and beyond office hours without payment of any additional remuneration. The contractor shall also keep stock of genuine spare parts which may be required for replacement in the event of such parts becoming non-functional or defective, during the currency of the contract. The old parts will be handed back to the NDMA. In case of intermittent failures or repetitive problems due to improper diagnosis or repair, the machine will be treated as continuously out of order.
4. The work shall be carried out in the premises of the NDMA. Only such work, the execution of which is not possible in the premises of this Authority, may be allowed to be done in the workshop of the firm. In no case, ACs or part thereof shall be taken out of the premises without formal written permission of this Department. No transportation charges on this account will be paid. The ACs or parts thereof, taken to the workshop, will have to be brought back within 3 days failing which the cost of the machine/parts will be recovered from the firm and if considered necessary, the contract will be terminated, without further notice. If it takes more than 3 days, a standby AC be installed without any additional cost.
5. The contractor shall be responsible for smooth and satisfactory working of ACs. A certificate shall be obtained from the designated committee at the end of quarter to the effect that their ACs were working satisfactorily during the whole quarter and have not remained out of order for want of repairs. Proportionate deductions shall be made from the bills of the contractor for the period for which ACs remain out of order.
6. The successful contractor shall be required to do the work during the entire period from 09.30 hrs. to 18.00 hrs. at the rates that are approved on the basis of the quotation. If for any reason, the firm is not able to do the work, the same shall be got done from some other firm or from the open market at the cost of the contractor and the expenditure incurred thereon shall be recovered from him. This may even entail the termination of the contract and forfeiture of the security deposit.

7. In case the contractor fails to cope with the workload or does not render satisfactory services the contract awarded to him shall be cancelled forthwith without giving any notice or without assigning any reason whatsoever and his security deposit and payment due to him, if any, shall be forfeited. In this connection, decision of the Competent Authority of NDMA shall be final and binding on the contractor.
8. The NDMA shall neither provide any labour to the contractor for shifting of ACs or for lifting, transportation, installation, or dismantling of the ACs nor shall bear any cost towards this during the period of the contract. The new fitting/fixing required if any, will have to be provided by the contractor firm.
9. The contractor shall be responsible for handing over all the ACs in working conditions alongwith accessories to the Department at the end of the contract period. The cost of shortcomings, if any, shall be borne by the outgoing contractor.
10. The damage caused, if any, either to the ACs or to any other property of the Government through negligence or otherwise, shall be at the risk and responsibility of the contractor. The financial or any other loss suffered by the Government on this account shall be made good by the contractor and decision of the Competent Authority of NDMA in this context shall be binding on the contractor. The contractor shall have to give an undertaking to this effect before he is allowed to undertake the job. In case of replacement of faulty part, the same shall be replaced only by genuine spares. The old parts will be handed back to the NDMA.
11. The security amount shall be released after satisfactory completion of the maintenance and handing over the ACs units in working conditions to the Department on expiry of contract.
12. TDS applicable will be deducted from the payable amount of the bill.
13. The contractor shall abide with all local/municipal/state/central laws and regulations.
14. Payment of all kinds of Government taxes in Delhi will be the liability of the contractor.
15. The evaluation shall be done on L-1 rates on package basis of all the ACs. The comparison for evaluation shall be of consolidated rates of the ACs exclusive of all Taxes and levies.
16. The near relatives of all employees working in the National Disaster Management Authority either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - a. Members of a Hindu Undivided Family;
  - b. They are husband and wife.
  - c. The one is related to the other in the manner as father, mother son (s), son's wife (daughter- in - law), Daughter (s) & daughter's husband ( son-in-law ), brother(s) & brother's wife, sister (s) husband (brother-in-law).



## SECTION - IV

### SCHEDULE OF REQUIREMENTS

1. This Schedule of Requirements shall supplement the “Instruction to the Bidder” as contained in Section- II & General (Commercial) Conditions of the Contract as contained in Section- III and wherever there is a conflict, the provision herein shall prevail over those in Section- II and Section- III.
2. Date fixed for opening of the bids is, if subsequently, declared as holiday by NDMA, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Non-performance of service provider shall attract penalties as per penalty clause.
4. Penalty: The contract may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts.
  - a) If the Vendor fails to maintain AC in NDMA within the period specified in the contract or any extension thereof granted by the Under Secretary (Gen.), NDMA.
  - b) If the contractor fails to perform any other obligations under the contract agreement.
5. The agreement shall be in force for a period of two years initially, which shall be extendable by a further period of up to one year on same terms and conditions by giving notice in writing before the expiry of current agreement, if decided upon to do so by NDMA.
6. NDMA reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the erstwhile NDMA. NDMA also reserves the right to blacklist a bidder for a suitable period in case if he fails to honour his bid without sufficient grounds.
7. NDMA reserves the rights to counter offer rate(s) against bids quoted by any other bidder.
8. Bids shall be evaluated as per the cost given by bidder in price schedule.
9. Only one rate should be quoted against each item; quoting of multiple rates against a single item will tantamount to violation of the tender clauses and the bid will be rejected.
10. The prospective bidder has to take the NDMA personnel for inspection of the sites where they are already in business contract for verification, if necessary, at their own cost.
11. NDMA is located at A-1, Safdarjung Enclave, NDMA Bhawan, New Delhi-29. In case NDMA is shifted to a single or multiple premises at Delhi during the currency of the contract, the service provider will have to provide the services as enumerated in the contract under the same rates, terms and conditions.

(Amrapali Dixit)  
Assistant Advisor (General)  
For & on behalf of the President of India  
National Disaster Management Authority  
A-1, Safdarjung Enclave, NDMA  
Bhawan, New Delhi-29.  
Phone No. 26701730

**PART – I**  
**Contract Form**

1. This agreement is made this day..... between ..... , herein after called “ name of company” the first party which expression shall include his heirs, executors and administrators/ heir successors and National Disaster Management Authority, herein after called “NDMA”, the second party, through Assistant Advisor, NDMA, New Delhi herein after include his successors and assignees, shown as under :-

2. That WHEREAS the first party shall and will execute the work described as “Comprehensive Maintenance Contract for maintenance of Air Conditioners in “National Disaster Management Authority”, New Delhi details of which are given in Annexure-V to this office tender notice .....dated ..... at the rates quoted dated  
by ..... vide their tender.....  
Notice Inviting Tender (NIT) dated.....which shall become part and parcel of this agreement.

3. That WHEREAS, the second party shall and will pay on production of bills of maintenance of AC as per payment terms stipulated in clause 5 of section- III of bid document.

4. In accordance with the NIT this agreement is made for a period of two year from ....., as in clause 25 of section- II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS .....DAY OF.....2018.

Witness for Vendor .....

Witness for NDMA .....

**BID FORM**

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including annexures Nos ..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to maintain and deliver..... in conformity with said conditions of contract and specifications for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence services from the date mentioned in awarding letter and to complete job in time mentioned in the contract

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.  
Dated this .....day of .....2018

Signature of in capacity of  
Duly authorized to sign the bid for and on behalf of  
.....

Witness..... Tele No(s):-

Signature .....FAX No(s)

Address ..... E-Mail Address:-

**PERFORMANCE SECURITY BOND FORM**

In consideration of the President of India (hereinafter called „the Government“) having agreed to exempt ----- (hereinafter called „the said Contractor(s)“ from the demand, under the terms and conditions of an agreement / (Work Order) No. \_\_\_\_\_

Dated ----- made between ----- and ----- for the providing service of ----- (hereinafter called „the said Agreement“), of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the bank) ----- (hereinafter referred to as „the Bank“) at the request of ----- (contractor(s) do hereby undertake to pay to the Government an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the service provider(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the service provider(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/ Department) Ministry of - ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S)and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO and HALF YEAR from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank) ----- further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any

manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government Against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the service provider(s).

7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the ----- day of -----

For -----

(Indicate the name of the bank)

Witnesses:-

1.

Telephone No.(s):-

STD Code-

FAX No.

E-Mail Address:-

2.

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject: Authorization for attending bid opening on ----- (date) in the tender of \_\_\_\_\_

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

Order of Preference Name Specimen signature

I

II

Alternate Representative

Signatures of bidder

Or,

Officer authorized to sign the bid

Documents on behalf of the bidder.

**Note:**

1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**Price Schedule (ANNEXURE – V)**

**(This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**

<b>Bidder Name :</b>							
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>BASIC RATE In Figures To be entered by the Bidder Rs.</b>	<b>Taxes</b>	<b>TOTAL AMOUNT With Taxes (For 1<sup>st</sup> Year)</b>	<b>TOTAL AMOUNT With Taxes (For 2<sup>nd</sup> Year)</b>	<b>TOTAL AMOUNT In Words (For two year)</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
1.	Split Type Air-Conditioners 4 Ton capacity	04	0.00	0.00	0.00	0.00	INR Rs. Only
2.	Split Type Air Conditioners 3 Ton capacity	49	0.00	0.00	0.00	0.00	INR Rs. Only
3.	Split Type Air Conditioners 2 Ton capacity	10	0.00	0.00	0.00	0.00	INR Rs. Only
4.	Split Type Air Conditioners 1.5 Ton capacity	19	0.00	0.00	0.00	0.00	INR Rs. Only
5.	Split Type Air Conditioners 1 Ton capacity	22	0.00	0.00	0.00	0.00	INR Rs. Only
6	Window Air Conditioner 1.5. Ton capacity	01	0.00	0.00	0.00	0.00	INR Rs. Only
<b>Total in Figures</b> <b>(subject to variation as indicated in clause 21 of Section II)</b>		105	<b>0.00</b>		<b>0.00</b>	0.00	INR Rs. Only
<b>Quoted Rate in Words</b>							

**ANNEXURE – VI**

**(i) Checklist and the order in which the documents are to be submitted for the Technical Bid.**

**(ii)**

Please check whether all the below mentioned Documents have been supplied for participating in tender for Annual Maintenance Contract in NDMA. The documents to be submitted in descending order with item no. 1 on top of all. Please also mention the page no. of the Technical Bid where these documents are given.

Sl.No.	Documents (Please refer to clause 7.1 of Section- II for filling this checklist).	Page No.
1	Check list.	
2	Certificate of satisfactory performance from any Govt. Deptt./PSUs of at least two annual contracts in the last three years in similar services(Calendar year 2015, 2016 & 2017)	
3	Authorization letter for the bid opening.	
4	Bid Security in the form of Account Payee Demand Draft/FDR/ Banker's Cheque of Rs. 20,000/- in favour of DDO, NDMA or Receipt/Challan of RTGS/NEFT payment of Bid Security of Rs. 20,000/- in favour of PAO, NDMA. or Exemption from Bid Security, if any applicable, as per provisions contained in Rule 170 of General Financial Rules 2017. Bidders should produce valid documentary evidence for such exemption while submitting bid documents	
5	Power of Attorney.	
6	Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No. 10-14/2014-Genl (containing 28pages) by the authorized person/ persons.	
7	Certificate from Chartered Accountant regarding Annual Turnover of more than 10 Lakh rupees <b>business for last two years (2015-16 &amp; 2016-17) and Provisional self attested certificate (unaudited) for the year 2017-18</b> be also enclosed. (copy of balance sheet and profit and loss statements etc., <b>need not</b> be enclosed).	
8	Valid Goods & Service Tax Registration certificate, Aadhar Card and PAN card.	
9	Certificate of Incorporation/ Firm Registration Certificate / proprietorship certificate.	
10	No near relative certificate.	
11	Any other Documents ( Please Specify).	



**ANNEXURE – VII**

**(ii) Checklist and the order in which the documents are to be submitted for the Financial Bid.**

Sr. No.	Documents (Please refer to clause 7.2 of Section- II for filling this checklist)	Page No.
1	Price Schedule as per Annexure-V	

**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENTS**

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

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

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

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 3070 2232**.

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