

1. CONSIGNEE INSTRUCTIONS

- (a) The Soil Investigation for Provision of 02 x Training Shed at Rajput Regimental Centre at Fatehgarh (AMWP 2024-25).
- (b) Nearest Railway Station is **Fatehgarh**, Central Railway.
- (c) The rates quoted and accepted are for destination and delivery of stores inside the premises of the consignee that is unloading at the consignee's store yard and unloading will be arranged by suppliers.

2. PAYMENT INSTRUCTIONS

- (a) Payment shall be made on completion of the complete order as specified.
- (b) Payment shall be made after inspection and acceptance of stores by the authorized Representative/board of officers detailed by AGE (I) Fatehgarh.
- (c) Prescribed pre-stamped or pre-receipted bill in triplicate will be submitted to the paying authority after fulfilling (a) and (b) above.
- (d) Original ink signed copy(duly stamped as **ORIGINAL**) of supply order will be attached with the bill.
- (e) Bills will be subject to pre-audit by associated finance.
- (f) Payment will be made through RTGS/digital. Please fwd a cancelled cheque of your firm topaying authority (i.e. Cashier of AGE (I) concerned)

(g) Where GST is charged the supplier will quote his GST Regn No and endorse the following certificate on the bill:-

“Certified that the goods/services on which GST has been charged has not been exempted under the GST Act, for the rates made. The charged levied on account of GST on the goods/services supplied are correct under the provision of the Act or the Rules made there under”.

(h) Where excise duty is applicable the following certificate should attached with the bill.
“Certified that the goods/services on which excise duty has been pre-paid have not been exempted under the Excise Duty Act, the excise duty charged is on the basis of what has actually been paid”.

(j) Paying Authority – Payment will be made by AGE (I) concerned after satisfactory completion of the work.

3. The entire work should be completed within stipulated completion date specifically mentioned on the supply/job order.

4. The work will be subject to inspections to ascertain that they conform the specifications as laid down in the job order of AGEs (I) by any of the following :-

- (a) Rep of Consignee.
- (b) Representative of the Accepting Officer.

5. **WARRANTY TERMS.** The supplier has to give one year warranty from the date of acceptance of stores/service by the consignee, which covers free service and spare parts excluding consumable in case of job orders and complete replacement of stores if found defective. In case of store/items supplied as decided by the accepting officer.

6. **VARIATION OF QUANTITIES.** The variation of the quantities shall be at the discretion of accepting officer upto $\pm 20\%$. The quantities operated shall be as per mutual consent in writing.

7. **REPEAT ORDER**. The accepting officer has right to place repeat order i.e. a separate order with the same rates with the additional quantity of item even after completion of first supply order upto maximum 20% of quantities completed in the first order, within 30 days of completion of first order as one time measure. The supplier shall not have any claim in rates towards any fluctuation of market variation of rates.

8. **GENERAL CONDITIONS**

(a) If the delivery of stores by stipulated date is expected to be delayed due to any cause beyond your control, you shall immediately on happening of the event of causing delay in the supply of stores give notice thereof in writing to the undersigned who after consideration of circumstances causing delay in the supply may grant reasonable extension of time for delivery of stores.

(b). In case supply is not completed within stipulated period, the order may be cancelled and acceptance of late charge refused without any liability of whatsoever towards the department.

(c). In case stores ordered, and on receipt are not found acceptable after inspections, the defective stores will be removed and replaced by the stores of correct specifications by the supplier at his own expense. In case of any dispute, decision of **AGE (I)** accepting officer will be final and binding.

(d). No insurance charge will be paid by the department consignee accept no responsibility or liability for the loss or damage to any stores in transit or for the rejected stores lying inside its premises for whatsoever reason.

(e) The accepting officer reserves the right to subject the stores to a second inspection by an authority nominated by him or to inspect stores himself and may reject them if not found conforming to the laid down specification within a period of six months from the acceptance by normal inspecting authority mentioned above even if the stores have been accepted passed and paid for the supplier shall replace such stores with the stores of correct specification within a period of one month after due notice in writing by the accepting officer at his(Supplier's) cost. The department reserves the right to recover any outstanding dues of the supplier from the sums available with it or any other departments in favour of the supplier.

(f) Unit rate will be quoted both in figures & words. In case any difference arrives between figures and words, the amount written in words will be taken as final. Rate quoted will be taken as all including for delivery at site unless tax payable is indicated separately. No Separate packing or forwarding will be payable.

(g) If GST is payable by the department, form III D/form D if applicable will be issued by the department.

(h) No advance payment is permissible. Payment will be made on completion of work stores in good condition by the consignee as early as possible.

(j) If the stores supplied are rejected, the supplier will be required to remove the same from the store yard under his own arrangement. If the stores are not removed within 10 days from the date of issue of notice, the department will not be held responsible & will be free to dispose off the stores as deemed fit.

(k) The quotation which are submitted late from time & date of opening or are not signed by supplier or his authorized agent will not be entertained.

(l) Your quotation shall be kept open for 60 days.

(m) Irrespective of the inspection by the purchasing officer within a period of 12 Months from the date of last dispatch of stores against his order any defect due to design, workmanship of material is found and if the stores are not found to conform to defense requirement or any reason whatsoever, the same will be replaced by you at site free of cost within a period of 15 days of the receipt of intimation from the purchase unless the purchaser in his sole description agree to the removal of the defect by you from somebody else at your cost and the acceptance there after the stores are found to be according to defense requirement.

(n) The work will be checked by the consignee and or the Officer/Board of officers deputed by AGE (I) / consignee end.

(o) For submission of e-quotation, bidders are requested to get themselves registered with eprocuremes.gov.in website alongwith class-II/III Digital Signature Certificate (DSC) issued by authorized CA under IT Act 2003.

(p) For complete details refer our website www.eprocuremes.gov.in at CPP portal.

(q) Any change/modification in the enquiry will be intimated through above mentioned website only. Bidders are therefore requested to visit our website regularly to keep themselves updated.

(r) Accepting officer has the right to increase or decrease the quantities mentioned in BOQ at the time of placing of supply order according to the requirement at that time.

9. **Pre-qualification Criteria.**

(a) **For MES Enlisted Suppliers.**

(i) Supplier shall be enlisted with concerned authority (i.e.HQ CWE Agra) as per supplier registration policy.

Note. Bidders not enlisted as supplier in MES with concerned authority (i.e. HQ CWE Agra) may also apply if the quotation type is 'Open', and when estimated value of goods/services are more than 25 Lakhs as per Para 151 of GFR. Tender type will be 'open' if the estimated value of goods/services are above Rs 25 Lakhs, however, they can be considered online participation in bid if they meet eligibility criteria for selection as given hereunder for un-enlisted suppliers.

(b) **For Un-Enlisted Suppliers.**

(i) Bidder should fulfill all pre-qualifications criteria for enlistment as supplier with concerned authority (i.e HQ CWE Agra).

(ii) Bidders not enlisted with MES will be required to upload the following necessary documents to prove their eligibility:-

(aa) Scanned copy of application letter requesting issue of quotation.

(ab) Scanned copy of enlistment letter in any other department alongwith its enclosures , if any.

(ac) Scanned copy of all documents mentioned in para 7(b) above.

(ad) Scanned copy of Banker's Cheque/Bank Guarantee/FDR/Demand Draft on behalf of earnest money.

(ae) An amount of 2% of estimated cost will be deposited towards earnest money in form of Banker's Cheque/Bank Guarantee/FDR/ Demand Draft by non enlisted bidders in favour of AGE (I) Fatehgarh.

(af) Affidavit that the firm/supplier has not been banned blacklisted by any Government Agency and there is no police complaint/litigation pending in court regarding supply of stores to any Government Department or PSU.

(iii) Scanned copy of all documents of bidder who fulfill all pre-qualifications criteria for enlistment as supplier with concerned authority (i.e HQ CWE Agra) which are as under :-

- (aa) Application on firms letter head alongwith Registration Form duly completed in all respects & two passport size photographs of proprietor on the form.
- (ab) "Certificate of Registration and Allotment of TIN" issued by Department of Commercial Taxes, duly attested. (Original will also be shown before opening of quotation).
- (ac) GST Clearance Certificate, issued by GST Authority.
- (ad) Latest & last two years Income Tax Returns
- (ae) List of items/stores/materials intended to be supplied by the firm (to be written on firm's letter head)
- (af) 'Authorization Letter' of the Company/firm in case you are an Authorized Dealer of any company/ firm.
- (ag) Address Proof of firm to tally with address of proprietor.
- (ah) Any sister concern/ firm and its address (render a certificate and disclose about the sister concern/ firm and proprietor of the same).
- (aj) Latest Police Verification OR original Chalan in favour of police of Rs 50/-
- (ak) Photograph of proprietor standing in front of the premises of the firm.
- (al) Photocopy of PAN Card duly attested.
- (am) Turnover certificate from the Bank.
- (an) Render an affidavit of Rs 10/- for the following duly signed by proprietor, attested by Notary & giving your firm's latest address therein :-
 - (i) To abide by the decision of AGE (I) Fatehgarh in respect of any matter pertaining to supply in any court of law/or anywhere in the Union of India.
 - (ii) That no relative of the proprietor/owner is serving in AGE(I) Fatehgarh.
 - (iii) That I am willing to work with the office of CWE Agra and its AGEs (I).
(if willing).
- (ao) Identity proof (Aadhar Card/Voter Card/Passport/Driving License)

Note : Authorized dealers of reputed makes/companies shall upload the scanned copy of registration certificate issued by that company alongwith its enclosures in lieu of enlistment letter in any other department.

10. Online participation in bidding process does not constitute any guarantee for allowing the applicant in bidding process.

11. All supporting documents as mentioned at para 7 should be provided in hard copy before the bid opening date and time otherwise his bid will not be accepted.

12. In the event of rejection of application / participation in bidding process, the applicant / bidder will be communicated via system generated SMS/email. The applicant /bidder can also access his user account on MES portal to find out admission /rejection of his bid. The applicant /bidder, if he so desires may appeal to the NHEA with a copy to the AO. No appeal / presentation will be entertained after due date of receipt financial bid. The decision of NHEA will be final and binding. No applicant/bidder will be entitled for any compensation whatsoever for rejection of his application.

13. SPECIAL CONDITIONS FOR SUPPLIERS/OEM's BEFORE QUOTING

- (a) Issue of quotations under limited tender system / considering names under open tender system or uploading of quotations do not constitute / entail any guarantee of allotting / awarding any order in the web portal www.defproc.gov.in
- (b) The decision of Asst Garrison Engineer (I) Fatehgarh, the Accepting Officer shall be final and binding in case of any dispute. No applicant/supplier shall be entitled for any compensation whatsoever for rejection of his application by the Accepting Officer on eligibility criterion.
- (c) For any assistance regarding DSC and its applicability, kindly contact customer care of eprocuremes.gov.in.
- (d) For procedure and terms of reference for bidders, kindly refer MES portal at www.eprocuremes.gov.in at CPP portal.
- (e) The quotations have been formulated in accordance with SOP on e-procurement vide E-in-C's Br letter No. A/37696/12-158/Pol/E2W(PPC) dated 31 Mar 2016, General Financial Regulations-2005, Financial Regulations Part-I Volume-I. The contents are already incorporated in this quotation (RFP) and hence copies will not be supplied to the bidder and for any discrepancy / ambiguity in the specifications / conditions of supply refer Para 21 below.
- (f) Any change / modification in the tender enquiry will be intimated through above mentioned website only. Bidders are therefore requested to visit our website regularly to keep themselves updated.
- (g) Department reserves the right to/not to accept the above quotation of any firm. The decision of Accepting Officer in this regard shall be final and binding. The items will be accepted partly or fully according to the workable rates quoted for supply at the indenting office. These orders may be made based on online comparative statements either manually or through online as feasible with the web portal for proper vetting by audit department before placing orders. In token of acceptance, the Acceptance Officer or his authorized officer may upload acceptance letter, first page of Schedule in the portal indicating conclusion of the contract / placement of order within stipulated time frame as mentioned in NIT.
- (h) Please quote reasonable rate to this office. The period of validity of offer shall remain open for 60 days from the date of opening of this quotation.
- (j) Payment will be made only after the actual receipt of all the stores at destination only after inspection through a Board of Officers constituted by this Office. No advance / part payments will be made.
- (k) In the event of your offer for quotation is accepted for only some of the items of enquiry, the work order / supply order will be placed only for those items for which your offer rate is acceptable to the department whole items or individual item(s).
- (l) In case the store supplied is found not conforming to the required specifications, the same either partly or fully will be rejected by the department at any stage. The supplier will have no claim whatsoever on account of rejection of his offer which is without any prejudice. In this regard, the decision of Accepting Officer will be final and binding.
- (m). The supplier has to seek/check the sample of store/item from indenting office before quoting the rates. The claim by the supplier at the time of supply of the same is not admissible in any case for which the department's decision will be final and binding.

(n) In case the supplier wants to revoke any item of the quotation, the firm **EITHER** shall write a letter to this office **before acceptance** of quotation subject to payment of 10% of total revoked amount towards compensation through Military Receivable Order (MRO) available with this office / with consignee **OR** the firm will be recommended for ban by registering authority for a period of three months to quote in MES tenders / quotations. The above condition of revocation is not applicable after acceptance of Supply Order and no cancellation of item(s) is entertained and the firm shall forfeit its EMD(if any) and the firm will be banned for six months and also the firm will pay 20% of amount of revoked items through MRO.

(o) The stores will be consigned to the consignee office as mentioned above.

(p) Where specifications are not appropriate with / without model / Cat Part number of item, the item shall be checked with the samples held with indenting office / destination office. In case the model No. / Cat Part No is appropriate, the shall be holds good as decided by the Accepting Officer as per Para above.

(q) In case of tie in the quoted rates for any item(s), by any firms, the order will be placed on the firm having highest order value in other items. In case such firms are also having same amount for clubbing the equally quoted item, then the order will be placed on the firm, where their address is nearest to the indenting office as decided by the Accepting officer.

(r) The estimated cost of this proposed supply order / job order is based on the present market trend and is approximate. The department is not responsible for any market trend / variation / fluctuation of the estimated value, based on which EMD is collected by the department and hence no claims to this effect are entertained.

14. In the case of discrepancy / ambiguity between conditions the Bills of Quantities (BOQ), Notice of Tender / Quotation etc the following order of precedence shall be observed:-

- (a) Description under Schedule or Bills of Quantities in the table.
- (b) Special Conditions before quoting.
- (c) Terms of references.
- (d) Notice of Tender / Notice of Quotation.
- (e) Drawings, if any enclosed / referred.
- (f) Finally with the decision of the Accepting office based on the policies in vogue.
- (g) In case of discrepancy in description, the Model No or cat Part No supersedes.

15. **Supply of Material and Specifications there of:** Where Indian Standard specifications are mentioned in the RFP, the items / store with ISI mark shall only be supplied. In case of non-availability of ISI marked store the decision of Accepting Officer will be final & binding. In case any specific item of store is not available or stopped manufacturing by OEM (Original Equipment Manufacturer) the Accepting Officer, after considering the letter of OEM or its dealer, may accord decision either to cancel the item or to supply similar / superior item whose value is equal to or more than order value of the item with the amendment to the supply order without any additional price adjustment. This condition is not applicable once date of completion elapses and 20% compensation is liable on the firms / supplier for failure of supply. It may also be noted that the firms / manufacturers may opt for superior variants for supply conforming to the minimum specifications mentioned in the schedule / BOQ without any claim of additional price adjustment and hence there will be no change in model number / Cat Part number while placing orders.

SCHEDULE OF CREDIT

NOTES

1. The Qty catered for this Schedule are provisional and the same shall be carried accordingly to the qty executed against relevant items. The rates are fixed and without any contractor's percentage. However to computer the net contract sum the amount of contract shall be treated as firm.
2. Contractor shall have no claims whatsoever if the actual value of the materials is different from the value indicated in column 5.
3. The tenderer shall be deemed to have visited the site and acquainted themselves with the nature and extent of quantity of quantity of materials that will become contractor's property as per this schedule.
4. All the materials indicated in this Schedule of credit shall become the property of the contractor and credit there of shall be recovered from the contractors bill.
5. For purpose of recovery the measurements shall be the same as the net measurement for demolition/dismasting.
6. Unserviceable materials obtained from demolition/taking out shall not be reused in the work and shall be removed from vehicle after the same has been inspected by the AGE E/M.
7. Any other material retrieved from the work and not entered for in this schedule shall be deposited in MES store yard of AGE E/M and all other rubbish material not fit for any further use shall be removed outside without any extra cost of Govt. The rates quoted shall deem to include this provision.

Srl No	Description of items	A/U	Qty	Unit Rate in Rs	Amount in Rs	Remarks
1	2	3	4	5	6	7
	NIL	-	-	-	-	-

GENERAL SUMMARY

1.	Total amount of Schedule 'A' brought forward from BOQ quoted by tenderer on line uploaded on website	Rs	_____
2.	Total amount of Schedule of credit (Credit of materials) brought forward from above	Rs	NIL
	Net Contract Sum	Rs	_____

SIGNATURE OF CONTRACTOR

ASST GARRISON ENGINEER (I)
ACCEPTING OFFICER

16. The rates shall be quoted at par with the "Price at Destination" duly considering all Overheads, profits, Taxes, Levies, loading / Un-loading, Transportation / Conveyance, Inspection by Department, packing, unpacking, preservation, insurance, delivery, special services, leasing, technical assessment, consultancy, Testing of Store as applicable and decided by the Accepting Officer etc and no additional claims in any form or due to any reasons will be entertained.

17. Delivery of goods shall be made at the locations or accommodations as directed by the consignee officer. Tenderer shall get details of exact place of delivery from the consignee office before bidding for "Price at Destination"

18. Bidders shall periodically check the website for any revised BOQ uploaded by the department and it shall be responsibility of the bidder to ensure quoting on revised BOQ only. In case of uploading quotation in pre-revised BOQ, it shall be considered as a willful negligence by the bidder and his quotation shall be considered as non-bonafide and rejected.

19. Under the following conditions don't fall under pursuance of the term "*Appeal or Claim By the Bidder to Next Higher Authority* (i.e. HQ CWE Agra &CE Lucknow Zone) For Rejection Of Bid" at any stage during the process:

- (a) Not Meeting eligibility criteria as per NIT
- (b) Quoting for Conditional tender
- (c) Submission of unwanted documents / representations (In such cases the firm will be banned for six months / Bidders other than enlisted other than in MES shall be recommended for ban for 06 months)
- (d) Any adverse performance feedback received from GEs / AsGE(I) / any MES formations / any department / Enlisting authority.
- (e) If the firm doesn't quote continuously for more than 05 times in case of limited tender system
- (f) Your firm failed to supply goods / services well in stipulated time frame at previous instance
- (g) Information of any Sister concern firm come to the knowledge at a later stage
- (h) Cartel Bidding as defined in web portal viz. Duplicate IP / Duplicate Alternate email ID / Duplicate Tender Fee Instruments / Duplicate EMD Fee Instruments / Duplicate or invalid TIN / TAN / VAT Nos. In such cases issue of quotations will be kept abeyance till suitable reply received from the firm or the firm will be recommended for ban by the enlistment authority at least for 03 months.
- (j) Cancellation / Revoke of Tender or its any stages by the department during the course of processes.
- (k) The firm is holding any pending supply orders which were not completed before date of completion of orders or under compensation as reported by any State / Central Govt Departments. In such cases firms will be rejected in Opening Bids / Technical Bids or at any stage.
- (l) The dealer quoting the same items if quoted by OEM (Make AND also Dealers quoting for more than one OEM's (Make's) items even though they have got dealership in many OEMs (Makes).

20. **Zero Value Quotation:** In case bidders did not quote any value and opting "YES" for unquoted ZERO value at the final stage of uploading, the web portal considers ZERO value as the lowest automatically so that bidders are bind to supply store at free of cost. Hence, kindly note regarding default ZERO value items while up-loading tender. For revocation of bid refer condition givenabove.

21. **Role of Evaluator during Item-Wise Evaluation** : On request by the bidder in writing, the Evaluator has a right to accept the quoted rates left ineligible by the bidder by opting "NO" while uploading the tender. Hence, bidders are advised to quote reasonable and acceptable rates for all items carefully. Eventhough ineligible firms selected under limited tender system, the evaluator has right to reject their bids at any stage for which the firm has no right for any claim.

22. **Adverse Performance Report of repeatedly-quoting-ineligible-firms to their Enlistment Authority:** This HQ will render performance report to Enlistment authority of firm towards downgrading the class / ban on the firm for 06 months on account of infructuous procedural aspects / correspondences for quoting the ineligible bids for more than two times despite clear instructions of eligibility criterion mentioned in NIT under para 07.

Yours' faithfully,

(Anil Kumar Singh)
AE (Civ)
Asst Garrison Engineer (I)