

**COMMAND HOSPITAL (CENTRAL COMMAND), LUCKNOW-226002**

**PROCUREMENT CELL**

(Tele No +91-0522-229-2094) E-mail- dglp.chclko@gmail.com

**REQUEST FOR PROPOSAL (RFP) AGAINST ONLINE LIMITED TENDER ENQUIRY  
(LTE) IN SINGLE BID SYSTEM (Commercial only)**

Online Bids are invited for Supply of **Medical Stores (Drugs/ Consumables/ Disposables, etc.)** to CH (CC), Lucknow.

Request for Proposal (RFP) No is **MSPC/13/LP-14/Emergency/2026-27 dt Apr 2026** to be opened on Apr 2026.

**NOTICE INVITING e-TENDER**

1. Commandant, Command Hospital, Central Command (CH(CC)), Lucknow, for and on behalf of President of India, invites online e-tender under **Single bid system** i.e. **Commercial/ Financial (Price) Bid** for the procurement of **goods/ item(s) listed in Part II of this RFP** from Original Manufacturers or their Authorised Dealers/ Distributors/ Registered Vendors of CH(CC), Lucknow who are fulfilling terms and conditions of RFP for procurement of **Medical Stores (Drugs/ Consumables/ Disposables, etc.)** through DPP Portal of Government of India - <https://defproc.gov.in/nicgep/app>. **Offline tender shall not be accepted and no request will be entertained on any ground/ reason.** The tender document is available on website <https://defproc.gov.in/nicgep/app>. Further details of the Notice Inviting e- Tender (NIE-T) along with their terms & conditions, tender document and other specifications can be downloaded from this site. **The tender reference No is MSPC/13/LP-14/Emergency/2026 and can be viewed at <https://defproc.gov.in/nicgep/app>.**
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below: –
  - a. Bids/queries to be addressed to : **Commandant**
  - b. Name/designation of the contact personnel : **OIC Procurement Cell**
  - c. Telephone numbers of the contact personnel : **0522-229-2094**
  - d. E-Mail ID : **dglp.chclko@gmail.com**
3. This RFP is as per Defence Procurement Manual (DPM) 2009 and its supplement 2010 and divided into following five Parts:-
  - (a) **Part I** – Contains general information and instructions for the Bidders/Sellers about the RFP such as the time, 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, etc.
  - (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 Bids.
4. If you are in a position to quote for supply in accordance with requirements stated in the attached schedule of requirements Para 1 Part 11 of RFP to this tender enquiry, you must also furnish all the information called for as **per RFP** attached with this tender. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage. The conditions of contract which will govern any contract made are contained in provisions of DPM 2009 and its Supplement 2010 and amendments thereof, if any. All provisions of DPM 2009, Supplement 2010 to DPM 2009 and amendments thereof, if any shall be applicable.
5. All tender documents duly filled in and signed are to be scanned and uploaded along with your quotation. **THIS TENDER IS NON TRANSFERABLE.** Command Hospital(Central Command) Lucknow, reserves the right to accept or reject any offer partially or fully without assigning any reason.
6. ***Any or/and all disputes whatsoever shall be settled at the courts of Lucknow (only).***

Sd/-x-x-x  
(Abhishek Rathee)  
Lt Col  
OIC Procurement Cell  
For Commandant

## PART I – GENERAL INFORMATION

### Special instructions to the Bidders :

1. **Last Date and time for depositing the Bids/ Tenders (CRITICAL DATE SHEET):**The critical dates with respect to the Tender ref No **MSPC/13/LP-14 Emergency/2026** are as mentioned on Def proc portal:-
2. **Manner of Depositing the Bids.** The bids will be submitted in the following manner:-
  - (a) **Documents required to be submitted Physically:** Nil
  - (b) **E-Bid (Cover- I) will contain Commercial Bid on the form of BOQ:** Commercial Bid will be submitted online in the form of “BOQ” (Bill Of Quantity) only. Commercial bid will be submitted online only. Kindly fill up the colored cells. In case you do not wish to quote for any item leave the quoted rate as blank and do not fill up zero. The GST column is in amount (in rupees) and not in percentage. The total figure will be the same as quoted rate and the figure with GST will reflect the basic rate plus GST. Fill up the quoted manufacturer and the MRP in appropriate columns of the BOQ as well as in compliance sheet.
3. **Time and date for opening of Bids. As above (Para 1 of Part-I).**(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Forwarding of Bid.**
  - (a) **COMMERCIAL/ FINANCIAL BID IS TO BE SUBMITTED ONLY ONLINE IN THE BOQ (BILL OF QUANTITIES) FORMAT.**
  - (a) **Instructions for Online Bid Submission:** Instructions to the Bidders to submit the bid online through the Defence Public Procurement Portal for e Procurement at <https://defproc.gov.in/nicgep/app> are attas ‘Appx’H’ to this RFP.
6. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents/ RFP shall notify to the Buyer in writing about the clarifications sought not later than the due date as mentioned in **Part I of this RFP**. Copies of the query and clarification by the Buyer/ Purchaser will be uploaded as corrigendum for all prospective bidders who have received the bidding documents.
7. **Modifications and Withdrawal of Bids.**
  - (a) The Bidder may modify (resubmit) his bid after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.
  - (b) If bidder desires to withdraw before bid submission closing date/time, he may do so online in the portal. Once withdrawn online, he cannot participate again in this tender.
  - (c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.
8. **Clarification regarding contents of the Bids. The detailed instructions for bidders areas Appx ‘H’.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.
9. **Rejection of Bids.** Canvassing of the information by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional Bids will not be accepted.
10. **Unwillingness to Quote.** Not applicable as all tenders are Open Tenders Enquiry (OTE).
11. **Validity of Bids.** The Bids should remain valid **180 days** from the date of opening of tenders.
12. **Performance Security: Refer Para 1 of Part IV –Special Conditions of this RFP.**
13. **Earnest Money Deposit (EMD)/ Bid Security: Not applicable**
14. **Vendors will quote Financial Bids for ONE REPEAT ONE OEM(original manufacturer)only** (any reputed manufacturers as per DPM 2009 and its Supplement 2010). Submission of rates from more than one OEM for single item will render the bid invalid. Submission of bids by vendors not authorized by the OEM will also render the bid invalid. The bidder will quote for only one company selected from the list asked for by the tendering authority in every item. In case more than one vendor is found to be authorized by the firm the BOO retains the right for confirmation from the firm directly.

15. **SUBMISSION OF PURCHASE INVOICE:** Scanned copy of Valid Authorization letter on OEM/ Manufacturers letterhead addressed to Command Hospital, Central Command, Lucknow uploaded in pdf format. **However, PURCHASE INVOICE from OEM, if asked for, will be submitted by the vendor at the time of delivery of consignment.**

16. **Manner for obtaining the Tender Set:** The tender documents are available for download at DPP Portal <https://defproc.gov.in/nicgep/app>. The interested bidder/ seller/firm may download the documents and submit the same along with required tender fees. NSIC registered firm may download the tender documents and submit the same along with proof of registration with NSIC to claim exemption from Tender Fees.

Sd/-x-x-x  
(Abhishek Rathee)  
Lt Col  
OIC Procurement Cell  
For Commandant

**Part II – Essential Details of Items required**1. **Schedule of Requirements** – List of items required is/ are as mentioned below :-

S No	Nomenclature	A/U	Total Qty
1.	Purified Vero Cell rabies vaccine	AMP	800
2.	HLA Negative Control (Frozen) Cat. No. 7101-1, HSN Code-3002	VIAL	01
3.	(Fully Automated Multianalyte Profiling System Based on Multiplex Array Technology) XMAP Sheath fluid plus pack of 20 ltr )	PACK	01
4.	Bovine Serum Albumin (BSA) (bottle of 50 gms)	BOTT	01
5.	Terumo Angiography Guide wire 0.032" x 150cm	NO	131
6.	Terumo Angiography Guide wire 0.032" x 260cm	NO	35
7.	Sheath 6 French with supporting inner diameter of 7 French sheath for Radial use.	NO	75
8.	Oestradiol Valerate 2mg Tab pack of 28	PACK	84
9.	Tirzepatide 12.5 mg/0.6 ml in multidose prefilled pen	PFS	01
10.	HLA Positive Control (Frozen) Cat. No. 7101-1, HSN Code-3002	No	01
11.	Triclofos Syp, 500mg/5ml in 30ml bottle	BOTT	38
12.	Midazolam 5 mg, 1 ml Inj	AMP	50
13.	Timolol Maleate 0.5% Preservative Free with Comod System	BOTT	500
14.	Disposable SPO2 probe Masimo pulse Oximeter neonatal	NO	20
15.	Atropine Sulphate 0.6 mg, 1 ml Inj	AMP	100

**BBQR****Sr No- 09:- , DISPOSABLE PULSE OXIMETER SPO2 PROBES FOR MASIMO MONITOR**

- Should be used for continuous pulse oximetry (spo2) and pulse rate monitoring
- Designed for neonates and low –perfusion patients.
- Should be motion –tolerant and low and low –perfusion accuracy
- Should be compatible with masimo monitors (redical-7,rad-97,rad-g,etc)
- Should be direct connect or via rd set patient cable
- Should be reliable readings in low perfusion and motion
- Should be a gentle adhesive to protect fragile neonatal skin
- Should be designed to reduce false alarms in the NICU
- Should be the original product directly from OEM/masimo and not other brand

**Delivery Period (DP):**

- (a) Vendors are requested to quote only if ready stock is available with them.
- (b) These items are urgently requires.
- (c) **Items to be supplied within 10 days of receiving supply order.**
- (d) Defaulters who fail to supply within 10 days supply order will be cancelled and 10% penalty will be cut

**Note**:-Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. No extension of delivery period will be granted.

3. **Advance sample clause:** Advance sample for evaluation may be asked for Drugs/ Consumables quoted by vendors. In case advance sample is asked for, the same will be produce by the vender within three working days of receiving intimation.
4. **Warranty Clause & Penalty of Supply of Substandard Drugs :** In the event of loss of potency of active ingredients or premature deterioration of the formulation, resulting in not meeting the specified requirement at any time during the life period of the store as declared on the label, the cost of the entire ordered quantity of the batches declared defective would be recovered from the firm. The firm having supplied substandard drug will be dealt with in accordance with Drugs & Cosmetic Act, 1940 with special reference to amendment 2008 and CDSCO guidelines.
5. **INCOTERMS / Terms of Delivery:**
  - (a) The manufacturer shall responsible for the safe delivery of the stores at the consignee's location and transit damage, if any, shall be promptly attend by him.
  - (b) Free delivery at consignee's location.
6. **Consignees Details:** Commandant, Command Hospital (Central Command), Lucknow.

### Part III – Standard Conditions of RFP

**The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal (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 the Bid submitted by the Bidder.**

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of 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 (date of Supply Order). The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per **Forms DPM-7** (Available in MoD website and can be provided on request). Arbitrator will be appointed by **Commandant Command Hospital (Central Command) Lucknow-02**.
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any 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.
5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer/authorized vendor of the OEM for 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.
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information / inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Liquidated Damages:** 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 mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.**
9. **Termination of Contract:** 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 material is delayed for causes not attributable to Force Majeure beyond double delivery period.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) The delivery of material is delayed due to causes of Force Majeure beyond double delivery period 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.
10. **Notices:** 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, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14 **Taxes and Duties**

(a) **In respect of Foreign Bidders:** Not Applicable.

(b) **In respect of Indigenous bidders**

(i) **General**

(aa) Bidders must indicate separately the relevant Taxes / Duties likely to be paid in connection with delivery of completed goods specified In RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ab) If A Bidder is exempted from payment of any duty/ tax upto any value of supplies from them, he should clearly state that no such duty/ tax will be charged by them 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 to clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

(ac) Any changes in levies, taxes and duties levied by Central / State/ Local governments such as GST, excise duty, VAT, 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 be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

(ad) Levies, taxes and duties levied by Central/ State/ Local governments such as GST, excise duty, VAT, 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 Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.

(ii) **Customs Duty –**

(aa) For imported stores offered against forward delivery, the Bidder shall quote prices. There of exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e.

(i) Triplicate copy of the bill of entry;

(ii) Copy of bill of lading;

(iii) A copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/ quantity in the bill of entry related to the stores imported against Defence Buyer.

(ab) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment or a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(ac) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(iii) **Excise Duty /GST**

(aa) Where the excise duty is payable on ad valorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ab) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(ac) The Seller is also required to furnish to the Paying Authority the following certificates:

(i) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ii) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds /applications, if any.

(iii) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(iv) An undertaking to the effect that in case it is detected by the Government that any refund from Excise authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(ad) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the tendency of the contract.

(iv) **Sales Tax / VAT /GST**

(aa). If it is desired by the Bidder to ask for Sales tax / VAT/GST 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.

(ab). On the Bids quoting sales tax extra, the rate and the nature of Sales Tax /GST applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(v) **Octroi Duty & Local Taxes/GST**

(aa) 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 authorised 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.

(ab) 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.

15. **Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between the Ministry of Defence/ Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a Specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request). The essential elements of the Pact are as follows:

- (a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder");
- (b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each Bidder that it has not paid, and will not pay, any bribes;

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

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

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

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

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

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

## **Part IV – Special Conditions of Request for Proposal (RFP)**

**The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.**

**1. Performance Bank Guarantee(PBG)/ Performance Security Deposit :** The **suppliers** will be required to furnish a PBG 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 **15 days** of receipt of the confirmed order. PBG should be in the name of the **PCDA (Central Command), Lucknow** for **each item separately** for which participation is being made against the tender in the term physical document clearly indicating the Tender details and the name of the bidder. **Performance Bank Guarantee should be valid up to 60 (Sixty) days beyond the date of contractual obligations including expiry of shelf life/Guarantee/Warranty.** The BG will be returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the PBG revalidated, if not already valid. The specimen of PBG is given in **Form DPM-15(Refer Appx "D" of this RFP** for format and the same is also Available in MoD website and can be provided on request). **PBG will be held by Procurement Cell, Command Hospital (Central Command), Lucknow.**

~~2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.~~

~~3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/ successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.~~

4. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **25 % plus/ minus** increase or decrease the quantity stated in Part II of RFP without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is as per **Form DPM-11** (Available in MoD website and can be given on request). The payment will be made by PCDA (Central Command) Lucknow on production of the requisite documents.

6. **Payment Terms for Foreign Seller: NOT APPLICABLE**

7. **Advance Payment:** No Advance payment(s) will be made.

8. **Paying Authority: PCDA (CC), Lucknow**

(a). Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

(i). Ink-signed copy of contingent bill / Seller's bill.

(ii). Ink-signed copy of Commercial invoice / Seller's bill.

(iii). Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iv). CRVs in duplicate.

(v). Inspection note.

(vi). Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(vii). Exemption certificate for Excise duty / Customs duty, if applicable.

(viii). Bank guarantee for advance, if any.

(ix). Guarantee / Warranty certificate.

(x). Performance Bank guarantee / Indemnity bond where applicable.

(xi). DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(xii). Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(xiii). Any other document / certificate that may be provided for in the Supply Order/ Contract.

(xiv). User Acceptance.

~~(b). **Foreign Seller: NOT APPLICABLE**~~

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

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

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation 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 from date of such offer. The above stipulation will, however, not apply to:-

- (i). Exports by the Seller.
  - (ii). Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
  - (iii). Sale of goods such as drugs which have expiry dates.
  - (iv). Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.
- (c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation 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 upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below - .....”.

**10. Exchange Rate Variation Clause:**

~~(a) Detailed time schedule for procurement of imported material and their value at the FE rates adopted for the Supply Order is to be furnished by the Seller as per the format given below :~~

**Year wise and major currency wise import content break up**

Year	Total cost of material	FE Content outflow(equivalent in rupees crores)		
		Dollar Denominated	Euro Denominated	Other currencies

~~(b) ERV will be payable/refundable depending upon movement of exchange rate with reference to exchange rate adopted for the valuation of the Supply Order. Base exchange rate of each major currency used for calculating FE content of the Supply Order will be the BC Selling rate of the State Bank of India on the date of the opening of Price Bids.~~

~~(c) The base date for ERV would be Supply Order date and variation on the base date will be given upto the midpoint manufacture unless Seller indicates the time schedule within which material will be exported by them. Based on information given above, the cut off date/dates within the Delivery schedule for the imported material will be fixed for admissibility of ERV.~~

~~(d) ERV clause will not be applicable in case delivery periods for imported content are subsequently to be refixed /extended.~~

~~(e) The impact of notified Exchange Rate Variation shall be computed on an yearly basis for the outflow as mentioned by the Seller in their tender and shall be paid / refunded before the end of the financial year based on the certification of the Buyer.~~

**11. Risk & Expense clause.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

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

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

- (i) Such default.
- (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 100 % of the value of the contract.”

**12. Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that 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

~~13. Buy-Back offer: NOT APPLICABLE.~~

14. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP.

15. **OEM Certificate:** In case the Bidder is the Original Manufacturers (OEM), scanned copy of Manufacturing license mentioning the product will be uploaded.

~~16. Earliest Acceptable Year of Manufacture: \_\_\_\_\_ Quality / Life certificate will need to be enclosed with the Bill.~~

~~17. Export License: The Seller is to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OPM/OEM, to export the military / non-military goods to India.~~

~~18. Buyer Furnished Equipment: NOT APPLICABLE~~

~~19. Transportation: (Applicable for imported stores only): NOT APPLICABLE.~~

~~20. Air Lift: NOT APPLICABLE~~

21. **Packing and Marking: Barcoding of secondary and tertiary packages with barcodes generated by GS India as per details appended in Appx 'G'.**

22. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards as per specifications enumerated in the RFP .

23. **Warranty Clause & Penalty for supply of Substandard Drugs:** In the event of loss of potency of active ingredients or premature deterioration of the formulation, resulting in not meeting the specified requirement at any time during the life period of the store as declared on the label, the cost of the entire ordered quantity of the batches declared defective would be recovered from the firm. The firms having supplied substandard drug will be dealt with in accordance with Drugs & Cosmetic Act, 1940 with special reference to amendment 2008 and CDSCO guidelines.

24. **Residual Life:** The tenderer should ensure that the stores supplied should not have passed more than 1/6<sup>th</sup> of their useful life for Indian goods and 1/3<sup>rd</sup> for imported goods, from the date of manufacturing. The firm will also undertake to replace unconsumed stocks 04 months before the date of expiry **FREE OF COST**. This undertaking will be given in writing to each consignee at the time of supply of stores. **Shelf life will be quoted for all the drugs & consumables.**

25. **Inspection Authority:** The Inspection will be carried out by Board of Offrs detailed by **Commandant, Command Hospital(Central Command)**. The mode of Inspection will be Departmental Inspection/ User Inspection/ Joint Inspection / Self Certification.

26. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder –

(a) The claims may be presented either:

- (i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or
- (ii) On quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per **Form DPM-22** (Available in MoD website and can be given on request).

(c) 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. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller of Defence Accounts (Central Command).

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

~~27. Control Sample NOT APPLICABLE.~~

~~28. Product Support: NOT APPLICABLE.~~

~~29. Annual Maintenance Contract (AMC) Clause: NOT APPLICABLE.~~

~~30. Engineering Support Package (ESP) Clause: NOT APPLICABLE.~~

31. ~~Price Variation (PV) Clause: NOT APPLICABLE.~~

32. **Correctness of the Quality and Quantity:** On receipt of stores at consignee's premises, the stores are checked for ascertaining the correctness of quality, quantity and documents. In case the stores are found deficient in any way, consignee has the right to reject the stores even if these were inspected and cleared by the Inspector.

33. **Eligibility Criteria:** A vendor or seller as defined in **Para 1.4.21 of DPM 2009.**

### **Part V – Evaluation Criteria & Price Bid issues**

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two bid System, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the authorization by the manufacturers as asked in the bid document. The compliance of Technical bids would be determined on the basis of the parameters like quoting for Reputed Manufacturer as per DPM 2009, valid vendor authorization letter from the manufacturer, uploading of the complete bid documents duly signed, agreeing for terms of delivery / Incoterms and quoting delivery period, payment terms etc. specified in the RFP. **The advance sample if required and supplied by the vendors will be assessed for their suitability and the result of technical evaluation will be uploaded on the DPP portal. Financial bids of only those vendors who qualify in the technical evaluation will be opened.**

(c) The Item wise Lowest Bid will be decided upon the item wise lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. **No taxes and duties quoted by the Bidders will be considered to determine L1. The basic rate will form the sole criteria for deciding L1 bidder item wise.**

(d) The Bidders are required to spell out the rates of **GST / Customs duty, Excise duty, VAT, Service Tax, etc** in unambiguous terms. If reimbursement of **GST, Customs duty / Excise Duty / VAT** is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of **GST / Customs duty / Excise Duty / VAT** duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of **GST / Customs duty / Excise Duty / VAT**, it should be brought out clearly.

(e) 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.

(f) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. 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.

(g) **Accounting unit(A/U). The bidder will quote only the unit price in terms of the accounting unit as specified by the tenderer. Any deviation from this will render the bid invalid. The financial bid will be evaluated only on the basis of the accounting unit mentioned by the tenderer.**

2. **Price Bid Format.** The under mentioned Commercial bid format is provided as BoQ\_XXXX.xls along with this tender document at DPP Portal <https://defproc.gov.in/nicgep/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer in the permitted column.

#### **Note:-**

***(i) Please confirm that the store offered by you is exactly as required under tender enquiry description specification/drawing.***

***(ii) In case there is any deviation the same shall be specifically stated.***

Sd/-x-x-x  
(Abhishek Rathee)  
Lt Col  
OIC Procurement Cell  
For Commandant

INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION

**The Instructions to the Bidders to submit the bids online through the Defence Public Procurement Portal for e-Procurement at <https://defproc.gov.in/nicegp/app> are as follows:-**

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Contractors /bidders on the E-Procurement /E-Tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the E-Procurement site using the “Click here to Enrol” option available on the home page. Portal enrolment is generally free of charge. During enrolment/ registration, the bidders should provide the correct/true information including valid email\_id. All the correspondence shall be made directly with the contractors/bidders through email\_id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Bidder logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
7. In case of limited tender the regd dealers/ the bidders invited to participate in the tender will receive a notification through e-mail wrt to tender and after log in the bidder selects the tender and moves it to “my tenders”. In case of open tenders the bidder selects the tender which he/she is interested in by using the search option & then moves it to the “my tenders” folder.
8. From my tender folder, the bidder selects the tender to view all the details indicated.
9. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
10. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre -bid meeting if any or during the pre -bid meeting if any.
11. Bidder should take into account the corrigendum published before submitting the bids online.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
13. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
14. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
15. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder must read the terms & conditions and accept the same to proceed further to submit the bid packets.
17. The bidder has to select the payment option as **offline** to pay the EMD as applicable and enter details of the instruments.
18. The details of any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. The submitted bid will not be acceptable if otherwise.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders must note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. **The tech bid acceptance will be subject to physical receipt of specified docu at the time of tech bid opening. Further, the Tender inviting authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids physically by the bidders under any circumstances whatsoever.**
21. If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender. In case of discrepancy between the financial bid submitted online and offline, the online bids will be deemed final for consideration of the bid evaluator.
22. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
23. After the bid submission (ie after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers or the procurement officer's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provided in the tender document. The bidders for any further queries can also contact over phone: 1-840-233-7315 or send a mail over to – cppo-nic@nic.in.
30. The undertaking to the effect that the terms and conditions stipulated in the tender document are acceptable by the authorized signatory of the bidder's Regd firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on DPP portal during bidding by the bidders.

**31. GS1 Barcode :- Not Required.**

Sd/-x-x-x  
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