

**This bid document has been prepared as per Rule 168 of GFR -2017**

**Instruction to Bidders**

*(All bidders to read and understand this document carefully)*

1. **Registration:** The Bidder should be registered with the Income Tax, Goods and Service Tax.

*Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller , if:*

- (i) The Seller fails to comply with any material term of the Contract.
- (ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- (iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- (iv) The Seller becomes bankrupt or goes into liquidation.
- (v) The Seller makes a general assignment for the benefit of creditors.
- (vi) A receiver is appointed for any substantial property owned by the Seller.
- (vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Supply Order on the Seller.

2. The minimum average annual financial turnover of the bidder, ending on 31st March of the financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period as asked shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. **Eligibility Criteria:** The Bidder should not be insolvent/bankrupt/blacklisted/banned/suspended or under any judicial proceeding. Bidder must submit solvency certificate (not older than a year) of a nationalized bank duly authenticated by the bank manager of 80 percent of bid value in respect of firm or Annual Turnover duly

authenticated by chartered accountant of last three financial years. The bidder must submit a notarized certificate of declaration in respect of firm of non blacklisted/banned/debarred or under any judicial proceeding from any Govt department.

4. **OEM Turn over Criteria:** In case of OEM as a bidder the minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be submitted. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

5. **Preference to Make In India products:** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

6. **MSE :** Bidder if is an MSE then it must have a valid Udyam Registration and whose credentials will be validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. **Experience & Past Performance:** The Bidder should have supplied same or similar Category Products for 100% of bid quantity of any item as mentioned in bid, in at least one of the last two financial years to any Central / State Govt

Organization / PSU. Relevant documentary proof in this regard to be submitted duly authenticated for verification at buyers end. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### **Conditions of Contract**

(a)	Earnest Money demand	:	<b>Rs. 1,02,000/-</b>
(b)	Consignment details	:	<b>OC 519 SS&amp;TC (GREF)</b>
(c)	Delivery Location	:	<b>519 SS &amp; TC (GREF)</b>
(d)	Document required from seller	:	As contained in tender documents

**GST Is applicable for this work. BIDDER shall quote the unit rates/amount accordingly. Bidder shall submit GSTR 3B/ 3C certificate of last qtr to ascertain GST compliance.**

9. **Disqualification:** Even though the bidder meet the above criteria, they are liable to be disqualified if they have made misleading or false information in bidding documents submitted.

10. **Abnormally Low Bid:** Consideration of abnormally low bid will be strictly carried out by buyer as per clause 7.6.7 of Manual for Procurement of Goods 2024 wherein after due evaluation of price the buyer may reject the proposal of bidder and evaluate the proposal of next higher bidder for award of contract.

11. **Cancellation of Bid:** The buyer reserves the right to cancel the bid at any time as per clause 7.6.11 of Manual for Procurement of Goods 2024.

12. **Option Clause:** The buyer reserves the right to increase or decrease the ordered quantity by upto 25% at any time, till the final delivery date or the extended delivery date of the contract, by giving reasonable notice even though the qty ordered initially has been supplied in full before the date of delivery in accordance to Clause 7.6.4 of Manual for Procurement of Goods 2024.

13. **Earnest Money:-**

(a) Earnest money is not required to be submitted by the ***enlisted contractor with BRO*** who have submitted standing security but same is required from an enlisted contractor who have not submitted standing security deposit.

(b) As per GFR rule-170 an Un-enlisted contractors with BRO/Enlisted contractors with BRO who have not submitted standing security deposit will submit the bid accompanied with earnest money amounting to Rs 1,02,000.00 (Rupees One Lac Two Thousand only) payable at SBI, Aalo Bazar Branch(Code-11623) in form of Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form in favour of Commander 44 BRTF, C/O 99 APO by nationalized/scheduled bank in original, safeguarding the purchaser's interest in

all respects. **Technical bid not accompanied with original copy of earnest money will not be considered for opening of financial bid.** The amount of the receipt should be basic amount and not their maturity value of any deposit lying with the department in any form against any other tender and/or contract shall not be considered for adjustment as the earnest money against the tender. Any tender accompanied with any letter/communication containing any request for adjustment of any other deposit as earnest money shall be treated as non bonafide tender.

(c) **Original copy of EMD should reach at HQ 44 BRTF before opening of T-Bid in form of Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form in favour of Commander 44 BRTF, C/O 99 APO by nationalized/scheduled bank, safeguarding the purchaser's interest in all respects**

(d) The bid security to remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned 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.

(e) If the bidder withdraw or modify their Bids during the period of validity, at the time of award of contract, or fail to submit a performance security, if asked, before the deadline defined, the bidder will be suspended for period as decided by buyer and EMD/Performance security will be **forfeited** as per clause 6.1.1 of Manual of Procurement 2024. Bidders seeking exemption of EMD being MSE are required to submit Bid Securing Declaration in authorized format as per Rule 170 of GFR-2017 and clause 6.1 Manual for Procurement of Goods 2024.

14. **Performance Security**. The successful bidder will deposit a performance security in the form of Insurance Surety Bond/Account Payee Demand Draft/Bank Guarantee issued/confirmed from any commercial banks in India valid upto 180 days beyond the date of scheduled delivery period as mentioned in bid document. The performance security will be furnished by the successful bidder within 14 days after notification of award, failing which the contract will not be awarded. The Performance Security will be forfeited and credited to the procuring entity's account in the event of breach of contract or its related obligation by the contractor. The Performance Security will be returned by the procuring entity only after successful completion of the contract in all respect as per Rule 171 of GFR 2017 and Clause 6.1.2 of Manual for Procurement of Goods 2024.

15. If the completion of the Work by the stipulated date is expected to be delayed due to any cause beyond your control, you shall immediately on the happening of the event

causing delay in the completion of work, given notice thereof in writing to the undersigned who after consideration of circumstances, causing delay in the work may approach accepting officer for grant of reasonable extension of time for completion of work.

16. Online participation in bidding process does not constitute any guarantee for allowing the applicant in bidding process. Opening and admitting of quotation will be decided by Accepting Officer based on their eligibility criteria.

17. No appeal/representation will be entertained after completion of technical or financial bid. No applicant/bidder will be entitled for any compensation whatsoever for rejection of his application.

18. By Quoting for this Quotation, the bidder is hereby willingly binding himself to accept and adhere to laid down terms & condition mentioned and code of integrity as per GFR 2017.

19. Rates will be quoted as per the accounting unit as indicated in the Bid unless specified otherwise.

20. The quotation will be deemed to be open for acceptance for a period of 30 days from the date of opening of bid/quotation.

**21. Any modifications / changes / amendments to quotations shall be uploaded through corrigendum in the website. Bidders are liable to verify from the website for such corrigendum and their quotations are deemed to be considering all such amendments made to the quotations. No claim whatsoever shall be entertained on this account at a later stage.**

**22. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any, in desired and legible format or any irrelevant document is submitted which has not been asked.**

23. **Delivery Period**: Delivery period for supply of items would be **30 days** from the effective date of contract/ placement of SO. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause mentioned at Para 24.

24. **Liquidated Damages**: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as

pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

25. **Reverse Auction:** Reverse Auction would be conducted as per applicability based on clause 4.5 of Manual for Procurement of Goods 2024, amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest or as selected by GeM.

26. The bidder will be accorded an opportunity to clarify his qualification documents, if necessary, with respect to any shortcoming through option of short fall asking the bidder to respond by a specified date as decided by buyer and if the bidder does not comply or respond by the date, his offer will be liable to be rejected. Documents submitted after the due date will not be accepted and the bidder must respond in not more than between two to seven days (as decided by buyer) of uploading of the clarification letter through shortfall option failing which his tender will be rejected and no representation will be entertained in this regard. Refer Clause 7.3.5 of Manual of procurement of Goods 2024.

27. **Quality check:** Material supplied will be checked by the buyer for the items listed in the bid. The satisfactory result of the checking shall be the sole criteria for acceptance of material and payment thereof. In the event of any / all of the supplied stores after checking by the BOO is found deficient in specification / quantity, the buyer reserves the right to reject the items.

28. **Schedule of Requirements**

S/No	ITEMS	A/U	Qty
1.	Solar street light with 40 W LED and pole of 4.0 Mtr incl all accessories	Nos	55.00
2.	Punched Tape coil	Kgs	1743.00
3.	Anti Rust (Galvanised) Barbed Wire	Kgs	12201.00
4.	Stainless Steel Gate as per design with site fabrication and installation	Nos	1.00
5.	Lime	Kgs	1064.00

**Detailed Specification of item:-**

1. Solar street light with 40 W LED and pole of 4.0 Mtr incl accessories

(a)	LED	40W/45W
(b)	Solar Panel	75 – 100 W
(c)	Luminescence	Atleast 1600 Lumen
(d)	Pole Height	Minimum 4 Mtr
(e)	Pole Dia	Min 2 Inch
(f)	Pole Type	GI
(g)	Battery Specs	Minimum 3.2V/12 AH

**Note: - Battery should be in built with no external assembly/box. Sample photo is attached with bid document.**

2. Punched Tape coil

(a)	Material	Galvanized
(b)	Coil Dia	600-610mm
(c)	Wire Dia	2.5mm-2.6mm (Min 12 SWG)
(d)	Blade Thickness	0.4mm to 0.6 mm
(e)	Blade Length	Between 10mm to 30mm
(f)	Blade Spacing	Between 25mm to 50mm
(g)	Stretched Length of Coil	6 Mtr
(h)	Number of Loops	Minimum 50 per 6 Mtr
(j)	Wt of Coil	Between 8 Kg to 10 Kg

3. Anti Rust (Galvanised) Barbed Wire

(a)	Material	Galvanized (Hot Dipped)
(b)	Barb Type	Four sharp points per Barb
(c)	Wire Dia	Minimum 2mm for both strand and the Barb (Min 14 SWG)
(d)	Twist Type	Double or Reverse
(e)	Barb Length	Between 12mm to 18mm
(f)	Tensile Strength	350 to 550 N/mm <sup>2</sup>
(g)	Coverage per Kg	10 Mtr to 12 Mtr
(h)	Weight	Min 8 Kg per mtr

4. Stainless Steel Gate

(a)	SS Grade	SS 304
(b)	Design	As attached with the Bid
(e)	Pipe Dia	Min 2 Inch

Note: Fwg Certificate to be submitted along with the bid by all bidders:-

- (a) Catalogue of Solar Light, punched Tape and Barb Wire being offered.
- (b) Tensile strength of barb wire from NABL Lab.
- (c) Galvanization content certificate from NABL Lab with respect to Barb wire and Punched Tape coil.

### **Pricing Schedule**

29. The pricing for the bid will as under:-

- (a) The BIDDER is required to quote item wise cost as mentioned in schedule of requirement above. Fraction of a rupee shall be filled in terms of paisa.
- (b) BIDDERS to note that unit rates / amount quoted in the bid shall be deemed to be inclusive of all Taxes/Cess viz GST, Duties, Royalties, Octroi, Labour Welfare Cess and other levies payable under respective statutes as applicable on the date of Bid submission end date. Nothing extra shall be paid to the contractors on account of any misunderstanding regarding applicability of taxes. It may be noted that any Bid imposing condition in this regard or on any other account shall be treated as a conditional Bid and the same shall be liable to be rejected.

### **Additional Terms / Certificates/ Conditions**

30. The following additional certificates are required to be submitted by bidders:-

- (a) The Bidders are advised to read the bid document carefully before bidding for correct assessment of work.
- (b) The successful bidder will ensure supply and installation of Gate in totality as per design of buyer at HQ 44 Task Force location, Aalo, Arunachal Pradesh under his own expense. No additional payment will be made from buyer with respect to fabrication and installation at site. A declaration of commitment in this regard to be submitted with the bid.
- (c) The successful bidder will ensure completion of work in 20 days from date of supply order.
- (d) The successful bidder will ensure food and lodging for the labour/workmen/supervisor under his own arrangement. No additional payment will be asked from buyer.
- (f) All bidders to submit an offered specification document with photograph of item being offered along with the bid.

**Note:** The Bidders shall mandatorily furnish all documents/certificates as mentioned in the bid document as pre-qualification criteria & shall upload along with the bid.

**Sample Photo of items**

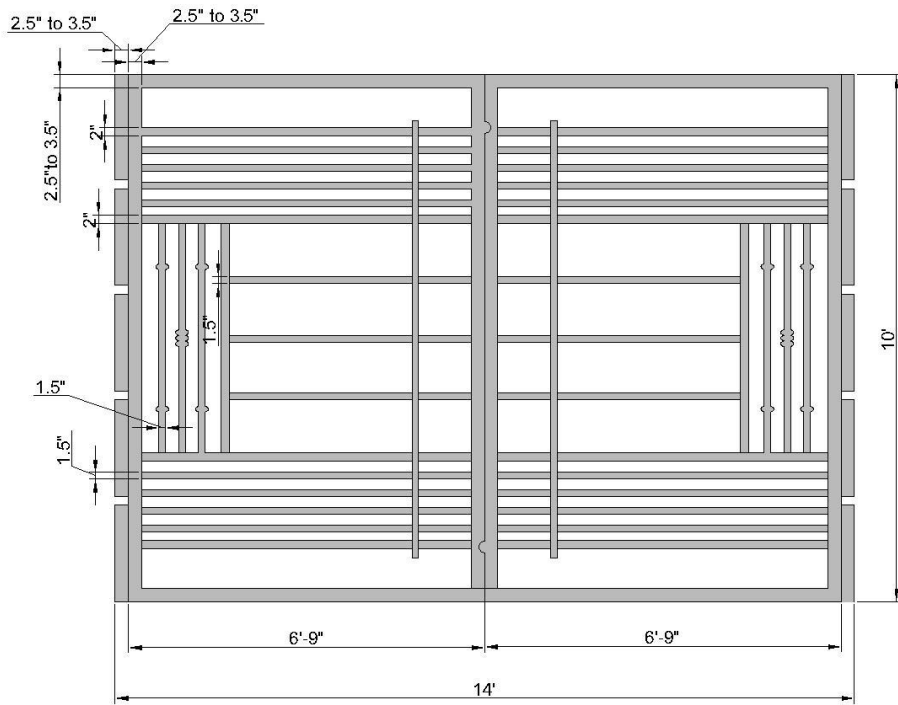




Sample Design of SS Gate







NOTE:-  
ALL DIMENSION ARE IN INCH

**MAIN GATE**