

ARTIFICIAL LIMBS MANUFACTURING CORPORATION  
OF INDIA (A GOVERNMENT OF INDIA UNDERTAKING,  
MINIRATNA COMPANY) UNDER MINISTRY OF SOCIAL JUSTICE &  
EMPOWERMENT  
AN ISO 9001:2015  
COMPANY, G T ROAD,  
KANPUR- 209217  
E-mail: [alimco@alimco.in](mailto:alimco@alimco.in),  
Website: [www.alimco.in](http://www.alimco.in)  
Phone No.: 0512-2770172

## NOTICE

As per instruction of competent authority, latest Tender Documents with additional/revised clauses/terms for Procurement of different types of items/materials, is uploaded on the Corporation Website [www.alimco.in](http://www.alimco.in).

Suggestions/Comments/ observations on the above said New Tender Documents, if any are invited from all the concerned against this Notice published on our website for consideration by Corporation. The Suggestions/Comments/ observations, if any may be sent to email: [sm.mm1@alimco.in](mailto:sm.mm1@alimco.in)/[manager1\\_mm@alimco.in](mailto:manager1_mm@alimco.in) only latest by 10/04/2021 at 17:30 hrs.

Senior Manager (MM)

ALIMCO, KANPUR



**ALIMCO**

**Artificial Limbs Manufacturing**

**Corporation of India**

**(A GOVERNMENT OF INDIA UNDERTAKING)**

**G.T. ROAD, KANPUR-U.P.**

**209217**

**E-TENDER NO. PD/OT/.../AZ, DATE- .../.../2021**

**BID SUBMISSION END DATE- .../.../2021**

**TENDER DOCUMENTS**

**FOR**

**“for undertaking production of “Aids & Assistive Devices for Diyangjans (Tricycles, Wheel Chairs, C.P. Wheel chair, Rollator, Walker & Motorized Tricycles)” including material on mass scale for period of FIVE (05) Years exclusively as per ALIMCO drawings and specifications at fully established ALIMCO’s Auxiliary Production Centre (AAPC) at Plot No. A1, A2 & A3, Focal Point, Chanalon, Distt.-Mohali, Punjab”**

Dear Sir,

1. Online tenders are invited for Item Code No. for undertaking production of “Aids & Assistive Devices for Diyangjans (Tricycles, Wheel Chairs, C.P. Wheel chair, Rollator, Walker & Motorized Tricycles)” including material on mass scale for period of three years exclusively as per ALIMCO drawings and specifications at fully established ALIMCO’s Auxiliary Production Centre (AAPC) at Plot No.A1, A2 & A3, Focal Point, Chanalon, Distt.-Mohali, Punjab”, against Purchase Orders to be placed on the successful Tenderer within specified period as per Purchase Order. Manual bids shall not be accepted.
2. Tender documents may be downloaded from [ALIMCO website www.alimco.in](http://www.alimco.in) (for reference only) and CPPP [website https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). The tender schedules are mentioned below.

**CRITICAL DATE SHEET**

<b>Published Date</b>	<b>.../.../2021 (1600 Hrs.)</b>
<b>Bid Document Download Start Date</b>	<b>.../.../2021 (1600 Hrs.)</b>
<b>Bid Submission Start Date</b>	<b>.../.../20211600 Hrs.)</b>
<b>Bid Submission End Date</b>	<b>.../.../2021 (1400 Hrs.)</b>
<b>Bid Opening Date</b>	<b>.../.../2021 (1530 Hrs.)</b>

Bids shall be submitted online only at CPPP [website: https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). Tenderer/Contractors are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

**INSTRUCTION FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

**REGISTRATION**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smartcard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

## **SEARCHING FOR TENDER DOCUMENTS**

- (vii) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- (viii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (ix) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS:**

- (x) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
- (xi) After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (xii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (xiii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (xiv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (xv) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

## **SUBMISSION OF BIDS:**

- (xvi) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (xvii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (xviii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (xix) Bidders shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC/BG/others.
- (xx) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (xxi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (xxii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (xxiii) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.  
Bidders shall download the Schedule of Quantities & [Prices i.e. Schedule-A, in XLS format and save it without changing the](#)

name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (xxiv) Bidders shall submit their 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.
- (xxv) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xxvi) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xxvii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

**ASSISTANCE TO BIDDERS:**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the helpdesk is 011-29571526 between 10:30 hrs. to 17:00 hrs.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the directed to the 24X7 CPP Portal Helpdesk. The 24X7 Help Desk Number 0120-4200462, 0120-4004002 and +91-8826246593. The helpdesk e-Mail id [issupport-eproc@nic.in](mailto:issupport-eproc@nic.in).
- (iii) If any query is not resolved by the CPP Portal Helpdesk, you may contact the Nodal Officer (procurement), AIMCO at +91-9766681016.

Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.

**भारतीय कृत्रिम अंग निर्माण निगम**  
**ARTIFICIAL LIMBS MANUFACTURING CORPORATION OF INDIA**  
( भारत सरकार का उपक्रम)



(A GOVERNMENT OF INDIA UNDERTAKING)  
सामाजिक न्याय एवं अधिकारिता मंत्रालय के अधीन  
UNDER MINISTRY OF SOCIAL JUSTICE & EMPOWERMENT  
आई एस ओ 9001:2008 प्रतिष्ठान  
**AN ISO 9001 : 2008 COMPANY**  
जी० टी० रोड, कानपुर-209217  
**G. T. ROAD, KANPUR – 209217**  
टोल फ्री नं० / Tol Free No. 18001805129



वेबसाइट / Website: [www.alimco.in](http://www.alimco.in)  
ईमेल / Email : [sm\\_pd@alimco.in](mailto:sm_pd@alimco.in)

फैक्स / FAX : 0512-2770137  
दूरभाष / Phone : 0512- 2770174  
**GSTINNO.-09AABCA8899F1Z6**  
CIN No. : U85110UP1972GOI003646

Ref. No. : PD/OT/.../AZ

**REF: - E-TENDER NO. PD/OT/.../AZ**  
**Due Date for Opening: ..../.../2021**

Dear Sir,

1. Online e-tenders are invited for two bid system i.e. Technical Bid (TC-Bid) & Price Bid (P-Bid) **for undertaking production of Aids & Assistive Devices (Tricycles, Wheel Chairs, C.P. Wheel chair, Rollator, Walker & Motorized Tricycles)” including material on mass scale for period of Five (05) years exclusively as per ALIMCO drawings and specifications at fully established ALIMCO’s Auxiliary Production Centre (AAPC) at Plot No.A1, A2 & A3, Focal Point, Chanalon, Distt.-Mohali, Punjab”** against our Contract/Purchase Orders to be placed on the successful Tenderer / Tenderers for a period of (05 Years) Sixty months from the date of finalization of 1<sup>st</sup> Purchase Order, extendable for a further duration of 12 months on 5<sup>th</sup> Year finalized rate by mutual consent. Manual bids shall not be accepted/entertained/processed further.

2. All the raw materials, bought outs, Consumables etc. of desired specifications (Exclusively as per the IS given in Technical Specifications & ISI Marked as required) and required manpower (unskilled/Skilled/Technical/Supervisory etc.) for undertaking all activities required for carrying out the Production work have to be arranged / organized by the Tenderer at their own cost and carryout the production activities within our AAPC premises only. This includes procurement of materials as per our specifications, deployment of adequate Manpower, Maintenance of Plant, Machines, Jigs & Fixtures and mobilization of Working capital etc.

3. The Tenderer shall be required to ensure compliance of all prevailing various statutory rules/provisions/requirements as applicable viz all Labour related Laws, Licence, Income Tax, GST, safety norms etc., as amended from time to time. (This list is only indicative and not exhaustive)

4. The AAPC Chanalon will only provide the available Plant & Machinery, the maintenance (including preventive) of which will have to be ensured by the Tenderer/Manufacturer. The Tenderer

has to take care of regular upkeep of the Machines. The Tenderer will be required to deploy skilled manpower and any defect arising due to mishandling/negligence shall be to the account of the Tenderer.

5. The AAPC Chanalon shall deploy its own permanent Quality Control Staff for testing & inspection of all input materials as well as components, subassemblies & finished goods to ensure that they are as per our specifications.

6. The final products manufactured will be the property of the Corporation/AAPC Chanalon. The sale of such finished products will be at sole discretion/responsibility of the Corporation. The Tenderer will not have any right to sell or take any product outside the premises of the AAPC Chanalon.

7. The Corporation / AAPC Chanalon will deploy its own security personnel who will be authorized to check and make necessary entry in respect of the incoming / outgoing of man, material and Machines to be regulated as per practice of the Corporation/AAPC Chanalon. Any un-authorized person or material of any kind will not be permitted for entry into the premises of AAPC Chanalon.

8. The payment against Electricity, Water/Sewage Tax or any other state levy etc. shall be paid by the Tenderer. The Tenderer should consider this while working out their rates to be most competitive.

9. The Tenderers are requested to visit AAPC Plot No.-A1, A2 & A3, Focal Point, Chanalon, Distt.: Mohali, Punjab before submitting their Offer.

10. The Contract for getting the manufacturing activities to be done through the Tender is proposed for 5 Years duration initially which may be extended for further duration of 12 months on 5<sup>th</sup> Year finalized rate by mutual consent subject to satisfactory performance of the Tenderer which will be evaluated by Corporation/AAPC Chanalon from time to time.

11. The Quantities of different products proposed to be manufactured per annum is given as under are indicative only. **The Job order shall be placed on single tenderer on consolidated L-1 basis for all the items at Sl. No.- i to xi).** However, the quantities to be produced may vary upward/downward to any extent as per actual requirement of the Corporation/AAPC Chanalon. The production should be planned evenly throughout for the respective year. **Tenderer has to quote for all the items mentioned below and those quoting for part items shall not be considered.**

Sl.No.	Product Code	Nomenclature (As per ALIMCO drawings & specification)	Quantity / annum (In Nos.) Chanalon
(i)	TD2C38	Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70)	26400
(ii)	TD2C38 REV-I	Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70)	2000
(iii)	TD2C95/ TD2C96	Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70)	5000
(iv)	TD2C51	Wheelchair as per ALIMCO Drawing & duly packed in packing Carton (HM67)	33000
(v)	TD2A06	Wheelchair as per ALIMCO Drawing & duly packed in packing Carton (HM66)	6800
(vi)	TD2N85	Rollator as per ALIMCO Drawing	2000

(vii)	TD2N86	Rollator as per ALIMCO Drawing	1000
(viii)	TD2N82	Walker as per ALIMCO Drawing	1000
(ix)	TD2A64	Motorized Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70) and packed in wooden crates as per drg.	500
(x)	TD2A65	Motorized Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70) and packed in wooden crates as per drg.	10560
(xi)	TD3B61	C P Chair Deluxe Model as per ALIMCO Drawing.	2000

12. A set of relevant drawings & specifications of above products along with specifications for input materials and finished goods are enclosed herewith. However, Tenderers may feel free to seek clarifications in this respect, if any. The Tenderer shall however maintain strict confidentiality of these drawings, specification and shall not share any information or document with any outside agency or party.

13. The normal working hours will be from 09:00 Hrs. to 17:30 Hrs. with holidays as declared by the Corporation. However, working in addition to above hours can be undertaken with the consent/permission of Head of the Incharge –AAPC Chanalon in exigencies, if permissible as per rules prevailing in the state of operation, in order to meet the target.

14. The Tenderer shall be required to obtain the License for carrying out the work proposed above, if applicable as per law/rule of the land and produced to the AAPC Chanalon within 30 days from the date of award of the Contract.

15. The Tenderer shall be solely responsible for liability arising due to unforeseen reason / accident etc. in respect of their man & material etc. or due to non-compliance of statutory obligations, if any. The Tenderer should take appropriate measure including Insurance Policy to cover all types of eventualities.

16. The Tenderer shall be the sole employer of personnel deployed for execution of the Work Contract. The Corporation /AAPC Chanalon shall have no liability whatsoever in respect of the employees of Tenderer. The Tenderer shall be solely responsible for supervising and managing the manpower engaged by them.

17. The tenderer shall be solely responsible for the safety, security, insurance etc. of the personnel deployed by him. ALIMCO/AAPC Chanalon shall not be at all responsible for any loss or claim whatsoever for the personnel deployed, by tenderer, or their heirs.

18. The scope of work of ALIMCO & Tenderer are enclosed as Annexure A, A1 & A2.

19. In order to have clarity on various issues from both the sides, the tenderers are required to visit the **“ALIMCO AAPC Chanalon at Plot No. A1, A2 & A3, Focal Point, Chanalon, Distt. -Mohali, Punjab”** under prior intimation before submission of offer. The Bidders which have not visited the above premises are deemed to consider they have understood the work and accepted **all terms & conditions of the tender documents shall be acceptable to the party & no further communication with respect to so finalized tender terms shall be entertained.**



2. The tentative quantities likely to be covered by Purchase Orders are indicated at ANNEXURE 'A'. The material would be required to be manufactured on staggered schedule at ALIMCO AAPC, Chalon. The total requirement of above material may vary substantially from the quantity indicated in ANNEXURE- 'A'. The tentative monthly requirement will be approx. 1/12 as indicated at ANNEXURE – 'A' but the Corporation reserves the right to seek the manufacturing requirement more than that of indicated above every month.

3. Offer for production/supply will have to be made as per the following terms and conditions:-

A. **SUBMISSION OF E-TENDER**

A-1. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of e-tender. The Tender must be submitted online through CPP Portal. Tender shall be submitted online in Techno-Commercial Bid 'TC' BID for which the formats are also enclosed at Annexure-I and Price Bid 'P' BID for which the formats are also enclosed at **Annexure C-1, C-2, C-3, C-4 & C-5.**

**Pre Qualification/Mandatory criteria/ Parameters:-**

A-2. Procedure for submission of tender documents shall be as under :-

a) Part I (TC- BID) Signed and Scanned copy of the Technical bid documents as under must be submitted Online on CPP Portal: <http://eprocure.gov.in/eprocure/app> (List of all requisite Documents to be scanned and uploaded (Under Cover 1) within the specified period of bid submission) , However, Only DD towards tender fee & EMD must be physically submitted on the given address in office of "Sr. Manager (Production), ALIMCO, G.T. Road, Kanpur-209217 (U.P.)" which must be received on or before bid Submission End date and time as specified in the tender & Scanned copies of the same must be Uploaded online in Cover 1.

i) **The interested tenderers must submit DD/Pay Order for Rs. 600/- towards cost of Tender documents if down-loaded from the website of the Corporation/Central E-procurement Portal (All SSI/MSE Vendor are exempted from Tender Cost on producing/submitting Valid Udyog Aadhaar Memorandum only) as mentioned.**

**The tenderer has to submit undertaking regarding Bid Security Declaration that if they withdraw or modify their bid during the period of validity or if they are awarded the contract and they fail to sign the contract or fail to submit the performance security before the deadline defined in the NIT, they will be suspended from the Period of Two Years. The tenderer is required to submit Bid Security Declaration in format enclosed in Annexure "B-6"**

ii) Scanned Copy of Income Tax return for the previous assessment years 2017-18, 2018-19 & 2019-20 duly signed & stamped.

iii) Scanned Copy of GST Registration Certificate, if applicable, duly signed & stamped, clearly mentioning the GSTIN number.

iv) Copy of ESI & PF Registration duly signed & stamped.

- v) The tenderer has to submit proof of work experience for the similar type of work for the last 03 years i.e. 2017-18, 2018-19 & 2019-20.
- vi) Specific confirmation that-
  - a. The Production shall be done as per ALIMCO's specification/drawings.
  - b. The material must be as per the IS mentioned in the Drawing & ISI marked as required
  - c. The work shall not sub-let to any other party.
  - d. To obtain Labour Contract License or any other License for undertaking the Operation, if any.
- vii) Specific Confirmation in the format enclosed at Annexure 'B1' to the effect that the material manufactured & bought out materials used for production will be as per ALIMCO Specifications & drawing alongwith requisite Test Certificate **in the format to the effect is enclosed at Annexure 'B-1'**.
- viii) The tenderer should have an average annual turnover of not less than **Rs. 3300 Lakh** during the last 03 financial years i.e. 2018-19, 2019-20 & 2020-21. In order to authenticate, **a certificate with UDIN regarding average turnover during the above last three financial years from a qualified Chartered Accountant is required to be furnished alongwith 'TC-Bid'**.
- ix) Tenderer has to submit an undertaking in the format at **Annexure B-2** that they have quoted for all the tendered items and they have given acceptance for production & supply of all tendered items.
- x) The tenderer has to undertake a replacement warranty of 12 months of material supplied from date of receipt & acceptance of store in ALIMCO Chanalon. A confirmation regarding above warranty for materials offer need to be furnished, as per Annexure-A in the format enclosed at **Annexure-B-3**.
- xi) The tenderer should submit an undertaking that his/her Offer is valid for acceptance for 90 days from the date of opening of TC- Bids **in the format enclosed at Annexure-B-4**.
- xii) The Tenderer should submit an undertaking for the payment terms as "75% Payment against Bill will normally released by ALIMCO AAPC, Chanalon on monthly basis on receipt of monthly bills submitted by weeks' time from the date of QC Certification. However, the GST portion will be payable only after submission of proof / self –certified copies of GST return filled online by the tenderer clearly (duly highlighted) showing invoice /bill number and amount submitted to ALIMCO, in case of non-matching no payment of GST shall be made and Balance 25% Payment will be released on submission of certified copies of challans for payment of PF & ESI contribution in respect of his personnel within a weeks' time. Original challans need to be produced for verification as & when so asked for", as specified **in the format enclosed at Annexure B-5** is acceptable to them.
- xiii) The tenderer has to submit undertaking regarding Bid Security Declaration that if they withdraw or modify their bid during the period of validity or if they are awarded the contract and they fail to sign the contract or fail to submit the performance security before the deadline defined in the NIT, they will be suspended from the Period of Two Years. The tenderer is required to submit Bid Security Declaration in format enclosed in Annexure "**B-6**"
- xiv) The tenderer should submit an undertaking that they have visited the premises of AAPC Chanalon and they have understood the work and accepted all terms & conditions of the tender documents as specified **in the format enclosed at Annexure-B-7**.
- xv) The tenderer should submit an undertaking regarding applicability of labour law, EPF, ESI etc on Rs.100/- Non Judicial Stamp Paper & Notorised **in the format enclosed at Annexure-A-3**. (scanned Copy needs to be uploaded & original copy required to be submitted.)

- xvi)** The Tenderer shall have past working experience in the manufacturing of assistive devices like Tricycle, wheel chair, Motorized Tricycle etc. with minimum annual average turnover of similar products of Rs. 1300 Lakh for last 03 years i.e. FY 2018-19, 2019-20 & 2020-21. The documentary evidence such as copy of purchase order, proof of successful execution of order issued by customer, etc. pertaining to all the three years have to be provided alongwith tender TC Bid (Copy of such Work /supply Orders needs to be enclosed duly signed & stamped).
- xvii)** The tenderer should have supplied same or similar category product for 20% of total tender quantity as per Annexure 'A', in atleast one of the last 03 financial year before the tender opening date to any Central/State Govt. Organization/PSU/Public listed company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted alongwith tender in support of quantity supplied in the relevant financial year.
- xviii)** The tenderer must be ISO 9001:2015 certified. The copy of the certificate duly signed & stamped to be enclosed by the tenderer along with TC-Bid .
- xix)** The tenderer has to submit Solvency Certificate from Bank. The solvency certificate should not have been issued earlier than one year of last date of submission of tender.
- xx)** Latest Government of India guidelines on “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012”& Subsequent amendments from time to time will be applicable. The copy of valid UAM/URC must be submitted if available.
- xxi)** Latest Government of India guidelines “Mandatory Conditions to be satisfied by any bidder from a Country which shares a land border with India” placed at Annexure B-8.
- xxii)** a. Self-attested copy of Annexure B-8 Mandatory conditions to be satisfied by any bidder from a country which shares a land border with India. – Bidder to confirm  
b. Certificate of compliance of clauses of Annexure B-8, clause A VII. – Bidder to confirm  
c. Certification as per last paragraph of Annexure B-8 Mandatory conditions to be satisfied by any bidder from a country which shares a land border with India. – **Either tenderer or bidder shall** confirm.  
Note: The Annexure B-8 must be signed and stamp and submitted/uploaded by Bidder along with the bid. To be read in conjunction with Order (Public Procurement No. 2) F.No.6/18/2019-PDD dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, and Public Procurement Division. – **Either tenderer or bidder shall** Confirm.
- xxiii)** Latest Government of India guidelines on “Purchase Preference to Make in India” vide Order No.P-45021/2/2017-PP (BE-II) dated 04.06.2020 & 16.09.2020:-
- a) The quoted products must have at least 50% of local content in terms of quoted value for the quoted item/items. The tenderer shall submit a self-certification in the format enclosed at Annexure B-9.
- b) The tenderer shall be required to provide a certificate from the Statutory auditor or Cost Accountant of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier other than

companies) giving the percentage of local content in terms of quoted value along with “TC-Bid” in the format enclosed at Annexure B-10.

- xxiv) The tenderer should submit an undertaking that his/her firm has not been debarred to participate in the tender by any Govt. Institution, PSUs, State Govt. or Central Govt. Deptt. **in the format enclosed at Annexure-B-11.**

**(All these documents / details / confirmation should necessarily be submitted specifically & in the same order as mentioned above.)**

**NOTE:**

Only Online payment copy through Gateway available on the Corporation Website towards tender fee must physically be submitted on the given address to office of “Sr. Manager (MM), ALIMCO, G.T. Road, Kanpur-209217 (U.P.)” ALIMCO, Kanpur which must be received on or before Bid Submission End date and time as specified in the tender & Scanned copies of the same must Uploaded online in cover 1.

- i) The Corporation in its sole discretion may seek clarifications/required documents, if any from the bidders, if considered necessary only once. The same will be required to be submitted by bidders within 10 working days beyond this period this opportunity will stand lapsed & no further opportunity will be provided.
- ii) **The Corporation in its sole discretion has right to depute a Technical Committee at TC-Bid/Technical evaluation stage to visit the work place/Factory/office of the tenderer/tenderers to ascertain the capability/capacity of the tenderer/tenderers, if felt necessary by the Corporation. The recommendation of the Technical Committee regarding acceptance/non-acceptance of the offer/offers shall be binding on the tenderers. No representation against the recommendation/decision of the Technical Committee/Corporation shall be admissible/entertained.**
- iii) **The testing/evaluation of samples/manufactured items shall be done with the testing facilities available in the corporation by/through the available manpower of the Corporation and/or any outside agency as authorized by ALIMCO (If required). The test/evaluation of samples/manufactured items by the Corporation shall be final and binding on the tenderers and no correspondence/representation in this respect shall be admissible/entertained.**
- iv) Price bids of only those tenderers, who are assessed as technically qualified by the Corporation shall be opened.
- v) **Submission of Offer against this tender shall be construed as unconditional acceptance of all terms & conditions laid down in this tender.**

**(B) Part II (Financial / Price Bid)**

- i) The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- ii) In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.xls” format & details given in **Annexure C-1, C-2, C-3, C-4 & C-5.** (Excel sheet attached as ‘.xls’ with the tender. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment).
- iii) Specifically, the offer must be quoted with complete breakup **i.e. Basic Price, applicable GST along with HSN Code/Tax.**
- iv) The Financial bid should be according to the .xls format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item, the value must be filled as “0” (ZERO).

v) **The Price Bid shall contain price for undertaking production of Tricycles, Wheel Chairs, C.P. Chair, Rollator, Walker & Motorized Tricycles mentioning complete breakup i.e. Basic Price, applicable GST along with HSN Code as per the format at Annexure C-1, C-2, C-3, C-4 & C-5.**

vi) Please note that no indication with regard to the rates / amounts in any of the documents submitted along with 'TC' BID is required to be given /mentioned.

vii) The Tender should be uploaded/submitted on line well within specified time & date and the requisite hard copies of Tender Fee,, undertaking (Annexure A3), etc. should be dispatched/submitted physically well in time so that the same should reach on or before Bid Submission End Date. The Tenderers may in their own interest, send their hard copies etc, by Registered / Speed Post (Acknowledgement due), but postal and transit delays may not be considered for reckoning the tenders as 'VALID' for our consideration.

viii) **L1 tenderer is the party whose consolidated nett. rates inclusive of Basic rate, excluding applicable GST rate/amount for all the items, work out to be consolidated lowest against the tender. (L-1 Tenderer whose rates i.e. net cost to company after taking in to account the input tax credit works out to be the lowest).**

(ix) **Submission of Tender:** - Online tenders complete in all respects, must be submitted /uploaded on line on or before the last date and time as specified in the schedule of events. The ALIMCO may, at its own discretion, alter/extend the last date for submission of tenders. Tenderers are required to send their original DD of tender fee,e along with relevant document addressed to Sr. Manager (MM), ALIMCO, G.T. Road, Kanpur-209217.

**A-3. Submission of Bid Security Declaration:** - The tenderer has to submit undertaking regarding Bid Security Declaration that if they withdraw or modify their bid during the period of validity or if they are awarded the contract and they fail to sign the contract or fail to submit the performance security before the deadline defined in the NIT, they will be suspended from the Period of Two Years. The tenderer is required to submit Bid Security Declaration in format enclosed in Annexure "B-6"

**A-4** Tenders without cost of Tender Documents/ inadequate Tender Fee are liable to be rejected irrespective of rates quoted.

**A-5** All SSI/Micro & Small Enterprises (MSE) may download Tender Documents free of Cost & are exempted from Tender Cost on submission of valid registration certificate through on line (e-procurement portal). However, SSI/MSE Units having valid Udyog Aadhar Memorandum (UAM) for the Category of items/ nature of [ALIMCO] Page 10 of 31 business/ type of service as against this tender, will only be exempted from payment of Tender Fee. A certified copy of the valid registration of Udyog Aadhar Memorandum (UAM) shall be furnished by the Tenderer through on line (e-procurement portal). If the registration is for the category of Item other than what has been Tendered by the Corporation, the exemption from Tender Fee will not be allowed/admissible and tenderer needs to submit full amount of Tender Fee as per tender along with their TC-Bid only to avoid summarily rejection of their offer. [Please refer Clause No. 3A, A-2(a)(ii)].

**A-6** Action as per Annexure B-6 will be taken if the tenderer withdraws his tender before the period of validity (i.e. minimum 90 days) and / or tenderer fails to furnish requisite security deposit within the specified period after the award of Order / Contract.

**A-7.** Subsequent to placement of Purchase Order, the successful tenderer will be required to deposit a sum equal to 3% of the contract value subject to a maximum of Rs. 100.00 lakh as Security Deposit in the form of Demand Draft or Pay Order or Bankers Cheque or irrevocable Bank Guarantee from a Nationalized Bank in the format to be made available by ALIMCO only in favour of ALIMCO payable at Kanpur for due discharge of

the Purchase Order released on the basis of this tender. This will be retained till the expiry of Purchase Order and Warranty Period of 12 Months from last date of receipt of material in the Store at AAPC Chanalon, may be refunded on compliance as per para A-10. No interest will be payable on the Security Deposit. Security Deposit is required to be given on placement of Order before the start of the supplies.

**A-8.** The Corporation reserves the right to forfeit the Take action as per Annexure B-6 if the Tenderer withdraws his Tender before the period of validity of the Tender (i.e. minimum 90 days) or alters the condition(s) of the offer on his own after closing date & time for receipt of Tender, but before the original validity of the Offer and/or fails to furnish requisite PG/Security deposit within specified period after award of Contract, wherever applicable.

**A-9.** Security Deposit (SD) shall be furnished within 15 days If the SD is in the form of Irrevocable Bank Guarantee (as per format given by ALIMCO), the validity of bank guarantee shall be for two more months beyond period of warranty. Non submission of Security amount within the time specified for the purpose shall amount to the breach of an essential condition of the Contract and shall render the Contract liable to cancellation & the contractor shall be liable for all consequence thereof or caused there by.

**A-10.** **Refund of Security Deposit:-** SD will be refunded to party within 30 days after completion of the Purchase Order/Work/Service Contract and on the discharge of contractual obligations as per order terms & conditions as applicable.

**A-11** The tenderers may submit their bid online through CPP Portal <http:// eprocure.gov.in / eprocure/app>. However, copy of online payment of Tender fee (**tender reference number on the back of the Receipt**), if specified in the tender should be send by Registered / Speed post Acknowledgement so as to reach the same on or before the Bid submission end date & time addressed to **Sr. Manager (MM), ALIMCO, G.T. Road, Kanpur-209217 (U.P.)**. but postal and transit delay may not be condoned in reckoning the tenders for our consideration.

**A-12** The Security Money may not be adjusted against any pending bills or with balance payment, if any.

**A-13.** Tenderer has to quote for all the items mentioned in **Annexure-A**. Offers for part items shall not considered and such offers shall be summarily rejected.

**A-14.** Tenderers must also indicate the following particulars on the face of the envelope containing requisite DD /relevant document & sample

a) Name & Address of the Tenderer

b) Tender No. PD/OT/.../AZ for **production of Aids & Assistive Devices (Tricycles, Wheel Chairs, C.P. Wheel chair, Rollator, Walker & Motorized Tricycles)**” at AAPC, Chanalon, Due on: **.../.../2021 (Bid submission end date)/ .../.../2021 (bid opening date) (In case, the last date of submission/opening of tender is declared holiday/closed, the same shall be extended to the next working day automatically without any change of timing for submission/opening of tender.)**

**OPENING OF E-TENDER**  
**Due Date of Opening of E-Tender: .../.../2021**

**B-1.** All the tenderers must submit their tender on line using CPP portal <http :// eprocure.gov.in / eprocure/app> by on or before date & time as per Critical Data Sheet. If the due date happens to be a holiday the same stands extended to the date of next working day with time remaining the same.

**However, the Corporation has the right to alter the date & time of Tender closing & opening. The same shall be notified only on the website of the Corporation.**

- B-2** Late Tenders i.e. the copy of online receipt tender fee (**tender reference number on the back of the Receipt**), if specified in tender, not received before due time & date will not be considered.
- B-3** **Rectification of arithmetical errors:** - While scrutinizing the Tenders if a difference is detected between the unit price and the total price the former will prevail. In case of discrepancy between the figures and words, the latter would prevail. The arithmetical errors mentioned above shall not be the cause of rejection of a Tender.
- B-4** If a Tender does not substantially confirm to the specifications or contains inadmissible reservations or exception to the Tender documents or does not otherwise substantially respond to the Tender documents and or have conditional offers it should be rejected.
- B-5** Only the 'TC' BID (Cover 1) of the tender will be opened (online) on date of opening at 15:30 Hrs. On .../.../2021 (Refer Critical Data Sheet) by the Tender Opening Committee of ALIMCO in presence of respective of tenderers. who may like to be present (online) and the following procedure will be followed: -
- i) The Tender Opening Committee of ALIMCO shall open (online) cover 1 i.e. 'TC' BID part of all tenders in presence of tenderers. (if present on line during opening of tenders) The Evaluation Committee shall go into details of technical bids parameters (TC-BID & Sample, if applicable, and Price Bid of only those Tenderers shall be opened whose TC Bid & sample (if applicable) are found / assessed to be acceptable at the sole discretion of the Corporation.
  - ii) The Corporation in its sole discretion has the right to seek further clarifications/documents from the tenderers relating to 'TC-Bids' of the tenderers, if such information is essential.
  - iii) In case, if any tenderer submits only 'TC-Bid' or 'P-Bid' against the tender, the same shall be treated as incomplete and Offer will be summarily rejected.

**C. VALIDITY OF TENDER**

**C-1.** The offers shall remain open for acceptance for a minimum period of 90 days extendable by mutual consent from the date of opening of tender. Any tender having validity of less than 90 days will not be considered and the Offer shall be summarily rejected.

**C-2.** If notified within this period that the tender has been accepted, the tenderer shall be bound by the terms of the offer along with the terms that have been agreed to mutually.

**C-3.** The Corporation would provide the necessary GST Tax Forms to facilitate manufacturing/ dispatch /sale of material directly to the Corporation. **Tenderers should indicate their GST registration number & respective HSN code/s of items without fail.**

**C-4.** In case tenderers happen to be a dealer / distributor for any reputed Brand, a copy of authorization certificate to this effect duly certified from the principal for validity should invariably be provided.

**C-5.** Only manufacturers with sufficient infrastructure and manufacturing facilities are required to participate in the tender.

**D. DETAILS OF OFFER**

**D-1. (i)** Rate should be quoted in Rupee per unit in figures and in words. In case of any difference, the figures given in words will only be considered and binding. Rate should be quoted alongwith with applicable GST etc, for PRODUCTION & DELIVERY at premises of ALIMCO, AAPC Chanalon or as the case may be.

The following data shall invariably be furnished: -

- (a) Basic Price in Rs.
- (b) Good & Service Tax (GST) along with HSN code, if any, applicable in % and Rs.

**D-2.** All entries in the offers shall be either typed or neatly hand written. Tender having over writings / fluid application / cutting etc. without proper authentication will be rejected.

**D-3.** No Tooling's / Die development charges are payable by the Corporation in case the same is required to be developed for making the supplies / samples.

**E. TAXES**

**E-1.** The Good & Service Tax(GST) applicable, the rate should be given clearly and separately with their HSN Codes. **The offer quoted inclusive of GST Taxes (if applicable), Packing & Forwarding charges and freight charges will summarily be rejected.**

**E-2.** ALIMCO Good & Service Tax (GST) Registration details are given below.

	<b><u>H.O, Kanpur</u></b>	<b><u>AAPC, Chanalon</u></b>
GSTIN No	09AABCA8899F1Z6	03AABCA8899F1ZI

**E-3. Variation Clause:- Any change ( Increase / Decrease) in Govt. Duties / Levies / GST as amended made applicable by Govt.( State / Central) from time to time at the rate as will be applicable over & above the basic price/rate quoted by parties in their offer during the currency of Purchase Order/Contract shall be considered by the Corporation for amendment on party's request alongwith necessary documents in support of their claim/amendment.**

**E-4.** The tenderers are required to quote with correct rate of GST taxes along with HSN code for quoted items etc. as applicable. P.O. shall be placed as per quotation. Any request for upward revision of quoted HSN code / rate of GST rate on account of ignorance / mistake while quoting shall not be entertained and shall be on account of tenderer.

**F. DELIVERY TERMS & CONDITIONS**

**F-1** The Tenderer will be bound to make production & supplies as per delivery schedule specified in the Order or as amended by the Corporation failing which Corporation may take appropriate action as per Clause No. F-6 & F-7 of Tender Document.

**F-2 Force Majeure:-** In the event that the Supplier or any of its subcontractors, or the purchaser is delayed in performing any of its respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused and the period of such delay may be added to the time and performance of the obligation delayed.

**F-3.** Tenderers shall be bound for production & supply materials against Purchase Orders placed on them during the contract period or extended period by mutual consent.



F-4. The delivery schedules may be altered or the Order may be short closed by ALIMCO without assigning any reason by providing 30 days' notice.

F-5. The supplies shall be made in proper packing to avoid any damage/loss/pilferage in transit & storage.

F-6. The delivery of the stores shall be made strictly as per delivery schedule conveyed or as modified from time to time. In case the Supplier / Contractor fails to supply the material or provide services as per schedule stipulated in Purchase Order / Work / Service Contract, the Purchaser i.e. the Corporation will have the right to cancel the Purchase Order / Work / Service Contract at the risk and cost of the defaulter contractor/supplier who shall be liable to compensate the Corporation for loss or inconvenience suffered by it, in addition to the administrative action including suspension, banning etc. which the Corporation may decide to take against the defaulter and to forfeit the EMD /SD/Performance Security to the whole or any part thereof. The Corporation shall also have the right to levy liquidated damages for delays in supply/ execution of the contract. The Liquidated damages shall be levied at the rate of point five percent (i.e. 1/2 % or 0.5%) per week or fraction of a week subject to the maximum of 10% of the contract value.

F-7. The supply of all items shall be completed satisfactorily within the stipulated delivery period of the order failing which ALIMCO reserves the right to obtain / purchase stores from other sources at your sole risk, responsibility and cost. If any higher price has to be paid above the contracted price, the loss which may occur on this account, shall be recovered from the tenderer.

F-8. Other terms & conditions of supplies shall be as stipulated in the Purchase Order to be placed against this tender.

#### **G. INSPECTION AND REPLACEMENT / DISPOSAL OF MATERIAL IN CASE OF REJECTION**

G-1. Inspection of manufactured items/bought out items will be carried out at the premises or at any other place by ALIMCO, AAPC, CHANOLON or any outside agency as directed by ALIMCO (if required), which shall be final & binding on tenderer.

G-2. The rejected material shall be lifted/collected from our stores within 10 days after receipt of our rejection advice or latest within 15 days from the date of our letter whichever is earlier, after refunding the payment, if already made to them.

G-3. Unacceptable / rejected material to be lifted/collected by the supplier at the suppliers' risk and cost, only after receipt and acceptance of replacement supplies provided by the suppliers free of cost. Alternatively, the Tenderers will have to furnish their bankers' name, address including Code Number alongwith a declaration / undertaking to guarantee collection of documents for returned supplies negotiated through their bank, within 07 days of its presentation.

**G-4. If due to any reason, the lifting / collection of rejected material is delayed by the tenderer beyond 15 days the corporation shall be entitled to charge inventory carrying cost for period beyond 15 days. However, Corporation will not hold the rejected materials beyond 45 days & may dispose off the rejected materials as deemed fit at supplier's cost and no claim whatsoever shall be entertained/admissible at all in this respect. Any loss/expenses incurred in this connection would be to the supplier's accounts.**

#### **H. GENERAL**

- H-1. The successful tenderer shall not sub contract the supplies covered under the Purchase Orders.
- H-2. Any post tender offer would be rejected summarily and may also result into black-listing of the parties making such offer.
- H-3. Any bribe, commission, gifts or advantage given, promised or offered by the Tenderer or on behalf of the Tenderer or his partner, agent or servant or anyone on his or their behalf (whether with or without the knowledge of the Tenderer) to any officer, servant, representative or agent of Corporation in relation to the obtaining or to the execution of this or any other contract with the Corporation shall be in addition to any criminal liability which he may incur, subject the Tenderer to the cancellation of this and all other contracts and also to payment to Corporation of any loss resulting from any such cancellation.
- H-4. The tenderers should necessarily enclose the complete specification / technical details / exhaustive literature / printed catalogue of their offered products / equipments indicating any special features of their offered products.
- H-5 **General Lien:-** Whenever, under this Purchase Order / Work Contract any sum of money is recoverable from and payable by the contractor, the Company shall be entitled to recover such sum by appropriating in part or in whole the Security Deposit of the Contractor, if a Security is taken from the Contractor. In the event of the Security being in-sufficient or if no Security has been taken from the Contractor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to the Contractor under this or any other Contract with the Corporation Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Company on demand the remaining balance due.

**J. TERM OF PAYMENT**

**TERMS OF PAYMENT**

ALIMCO is a Schedule "C" Miniratna Category II , Central Public Sector Enterprises , registered under Section 8 (Not for Profit motive) of the Companies Act 2013 (corresponding to Section 25 of the Companies Act 1956).

i) 75% Payment against the Bill will normally be released by AAPC/ALIMCO on monthly basis on receipt of monthly bills submitted by the successful tenderer for completed and duly accepted work by QC after verification, within a weeks' time from the date of QC Certification.

However, the GST portion will be payable only after submission of proof / self-certified copy of GST return filed online by the tenderer clearly (duly highlighted) showing invoice/ bill number and amount submitted to ALIMCO, In case non matching no payment of GST shall be made.

ii) Balance 25% payment will be released on submission of Certified copies of challans for payment of PF & ESI contribution in respect of his personnel within a weeks' time. Original challans need to be produced for verification as & when so asked for.

iii) Advance payment terms are not acceptable.

iv) All bank charges to be borne by tenderer.

v) The successful Tenderer will be required to submit their RTGS details duly certified by the Bank or alongwith a crossed/cancelled Cheque in support of the details, as all payments are proposed to be made through RTGS only.

**K. RIGHT OF ACCEPTANCE**

**ALIMCO** reserves the right to reject any or all the tenders in part or full and / or to negotiate terms and conditions of supply and to amend the quantity against the Order without assigning any reason thereof. The Corporation also reserves the right to Short close / cancel the Order by giving one-month notice at its sole discretion as deemed fit without assigning any reason thereof.

**L. THIS IS A FIXED PRICE TENDER. ANY REQUEST FOR RATE REVISION TILL CURRENCY OF P.O. SHALL NOT BE CONSIDERED.**

**M. Amendment of Purchase Order Quantity**

The Corporation has right to amend the Tender/Purchase Order Quantity (enhanced/reduced) in case of change/amendment in the Production schedule during currency of Purchase Order to meet out the Corporation's target/commitments as per customer's/Marketing department requirement.

**N. Banning, Black-Listing of parties, Suspension of business with them will be dealt as per guidelines of Purchase Policy of the Corporation available on its website – www.alimco.in.**

**O. The Tenderer are required to provide their e-mail address, postal address and telephones/cell number etc. necessarily on their letter head.**

**P. ARBITRATION**

If any dispute / question or controversy arises, the settlement of which is not herein specifically provided in this Tender / Order/ Contract, the matter in dispute shall be referred to the arbitration of the Chairman and Managing Director of ALIMCO or his nominee and decision of Chairman and Managing Director or his nominee shall be final and binding on both the parties. The provision of INDIAN ARBITRATION & CONCILIATION ACT 1996 as amended from time to time shall apply to such arbitration proceedings. Arbitration proceeding shall be held at Kanpur only and the Kanpur Nagar Court will have jurisdiction in the matter.

Thanking you,

**Yours faithfully**  
**For- Artificial Limbs Mfg. Corporation of India**

**Sr. Manager (MM)**

## Techno-Commercial Bid (TC-Bid) – On line Submission (Cover 1)

Annexure – I

**Tender No.: PD/OT/.../AZ**

**Item:- For undertaking production of “(Tricycles, Wheel Chairs, C.P. Wheel chair, Rollator, Walker & Motorized Tricycles)” including material on mass scale for period of three years exclusively as per ALIMCO drawings and specifications at fully established ALIMCO’s Auxiliary Production Centre (AAPC) at Plot No.A1, A2 & A3, Focal Point, Chanalon, Distt.-Mohali, Punjab**

**Please furnish the following details in the given proforma.**

01	<p>Enclose copy on online receipt for Rs.600/= towards Tender Cost (required to be submitted physically to ALIMCO as specified in the tender and scanned copy to be uploaded in Cover 1 (TC-Bid))</p> <p><b>OR</b></p> <p>Enclose, online receipt for Rs.600/- towards cost of Tender documents if down-loaded from the website of the Corporation (All SSI/MSE Vendor are exempted from Tender Cost on producing Valid Udyog Aadhaar Memorandum only. Scanned copy to be uploaded in Cover1).</p>	<p>Online Receipt No.....Date.....</p> <p>Banker’s Name: -.....</p> <p>i) Registration No.....ii) Valid upto.....</p> <p>iii) Issuing Authority.....</p> <p>iv) Category of Registration.....</p> <p>v) Copy enclosed.....Yes/No</p>
02	The tenderer has to submit undertaking regarding Bid Security Declaration that if they withdraw or modify their bid during the period of validity or if they are awarded the contract and they fail to sign the contract or fail to submit the performance security before the deadline defined in the NIT, they will be suspended from the Period of Two Years. The tenderer is required to submit Bid Security Declaration in format enclosed in Annexure "B-6"	Confirmation enclosed – Yes/No
03	Copy of GST Registration Certificate, duly signed & stamped, clearly mentioning the GSTIN number.	i) Registration No..... ii) Copy of Certificate Enclosed .....Yes/No
04	Copy of Income Tax return for the previous Assessment Years 2017-18, 2018-19 & 2019-20 duly signed & stamped.	Copy enclosed – Yes/No
05	Specific Confirmation in the format enclosed at Annexure ‘B1’ to the effect that the material quoted/to be produced/supplied is/will be as per ALIMCO Specifications & drawing alongwith requisite Test Certificate <b>Format to the effect is enclosed at Annexure ‘B-1’</b> .	Confirmation enclosed – Yes/No
06	The tenderer should submit an undertaking that they have quoted for all the tendered items at <b>Annexure-A</b> in the format enclosed at <b>Annexure B-2</b> .	Undertaking Enclosed - Yes/No

07	The tenderer should have an average annual turnover of not less than <b>Rs.6500.00 Lakh</b> during the last 03 financial years i.e. 2018-19, 2019-20 & 2020-21. In order to authenticate, <b>a certificate regarding average turnover containing UDIN during the above last three financial years from a qualified Chartered Accountant is required to be furnished alongwith 'TC-Bid'</b> .	Certificate enclosed - Yes/NO
08	The tenderer should have supplied same or similar category product for 20% of total tender quantity as per Annexure 'A', in atleast one of the last 03 financial year before the tender opening date to any Central/State Govt. Organization/PSU/Public listed company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted alongwith tender in support of quantity supplied in the relevant financial year.	Undertaking enclosed – Yes / NO
09	The tenderer has to undertake a replacement warranty of 12 month of material supplied from date of receipt of store in ALIMCO Chanalon. A confirmation regarding above warranty for materials offer need to be furnished, as per Annexure-A in the format enclosed at <b>Annexure-B-3</b>	Undertaking enclosed – Yes / NO
10	The tenderer should submit an undertaking that his/her Offer is valid for acceptance for 90 days from the date of opening of TC Bids <b>in the format enclosed at Annexure-B-4.</b>	Undertaking enclosed - Yes / NO
11	The Tenderer should submit an undertaking for the payment terms as 75% Payment against the Bill will normally be released by AAPC/ALIMCO on monthly basis on receipt of monthly bills submitted by the successful tenderer for completed and duly accepted work by QC after verification, within a weeks' time from the date of QC Certification. However, the GST portion will be payable only after submission of proof / self-certified copy of GST return filed online by the tenderer clearly (duly highlighted) showing invoice/ bill number and amount submitted to ALIMCO, In case non matching no payment of GST shall be made and Balance 25% payment will be released on submission of Certified copies of challans for payment of PF & ESI contribution in respect of his personnel within a weeks' time. Original challans need to be produced for verification as & when so asked for as specified <b>in the format enclosed at Annexure-B-5</b> is acceptable to them	Undertaking enclosed - Yes / NO
12	The tenderer has to submit undertaking regarding Bid Security Declaration that if they withdraw or modify their bid during the period of validity or if they are awarded the contract and they fail to sign the contract or fail to submit the performance security before the deadline defined in the NIT, they will be suspended from the Period of Two Years. The tenderer is required to submit Bid Security Declaration in format enclosed in Annexure " <b>B-6</b> ".	Undertaking enclosed - Yes / NO
13	The tenderer should submit an undertaking that they have visited the premises of AAPC Chanalon and they have understood the work and accepted all terms & conditions of the tender documents as specified <b>in the format enclosed at Annexure-B-7</b>	

14	The tenderer should submit an undertaking regarding applicability of labour law, EPF, ESI etc on Rs.100/- Non Judicial Stamp Paper & Notorised <b>in the format enclosed at Annexure-A-3.</b>	Enclosed – Yes/No
15	The Tenderer shall have past working experience in the of manufacturing of assistive devices like bicycle, wheel chair etc. for last 03 years i.e. FY 2018-19, 2019-20 & 2020-21 for at least average annual turnover Rs.1300 Lakhs. The documentary evidence such as copy of purchase order, proof of successful execution of order issued by customer, etc. pertaining to all the three years have to be provided alongwith tender TC Bid (Copy of such supply Orders needs to be enclosed duly signed & stamped)	Enclosed – Yes/No
16	Tender Acceptance Letter on format enclosed at Appendix- A	Enclosed – Yes/No
17	The tenderer must be ISO 9001:2015 certified. The copy of the certificate duly signed & stamped to be enclosed by the tenderer along with TC-Bid .	Enclosed – Yes/No
18	The tenderer has to submit Solvency Certificate from Bank.	Enclosed – Yes/No
19	The tenderer should submit an undertaking as per Annexure B-8	Enclosed – Yes/No
20	The tenderer should submit an undertaking as per Annexure B-9	Enclosed – Yes/No
21	The tenderer should submit an undertaking as per Annexure B-10	Enclosed – Yes/No
22	The tenderer should submit an undertaking that his/her firm has not been debarred to participate in the tender by any Govt. Institution, PSUs, State Govt. Or Central Govt. Deptt. <b>in the format enclosed at Annexure-B-11.</b>	Undertaking enclosed - Yes / NO

(Signature & Seal)

- Note :**
1. All documents Scanned copy to be uploaded ON LINE using <https://eprocure.gov.in/eprocure/app.in> Cover 1).
  2. However, Original DD towards EMD & tender fee (tender reference number on the back of the Bank Draft) & Sample along clearly mentioning Tender No. **PD/OT/.../AZ** and Bid Submission End Date : .../.../2021 should be sent by Registered / Speed post Acknowledgement so as to reach the same on or before the Bid submission end date & time addressed to Sr. Manager (Production), ALIMCO, G.T. Road, Kanpur-209217 (U.P.). but postal and transit delay may not be condoned in reckoning the tenders for our consideration.

## Annexure – II

### **Price Bid (P-Bid) Submission in .xls format as per details given below :-**

Tender No. : PD/OT/.../AZ

Please furnish the details in the given XLS. Proforma as available / through online on CPP Portal <http://eprocure.gov.in/eprocure/app>

<b>S.NO</b>	<b>FOR SUPPLY TO DESTINATIONS</b>	<b>ANNEXURE DETAILS</b>
1	AAPC Chanalon (Ist Year)	ANNEXURE C-1 in xls. Formats
2	AAPC Chanalon (IInd Year)	ANNEXURE C-2 in xls. Formats
3	AAPC Chanalon (IIIrd Year)	ANNEXURE C-3 in xls. Formats
4	AAPC Chanalon (IVth Year)	ANNEXURE C-4 in xls. Formats
5	AAPC Chanalon (Vth Year)	ANNEXURE C-5 in xls. Formats

1. Maximum quantity which can be delivered/supplied per month may normally be not less than our average monthly requirement:
2. Maximum period required to commence production & supplies which may normally be not exceeding 30 days from the date of placement of Purchase Order.

**NOTE:**

- i) **The basic Price/rate, GST Taxes, along with HSN code, must be mentioned separately & specifically in the respective .xls formats as available on CPP Portal <http://eprocure.gov.in/eprocure/app>.**

(Signature & Seal)



**ANNEXURE 'A'**

Open Tender No. : PD/OT/.../AZ  
Date of Opening : ....../..../2021  
Item : for undertaking production of Tricycles, Wheel Chairs, C.P. Wheel chair, Rollator, Walker & Motorized Tricycles including material on mass scale for period of five years exclusively as per ALIMCO drawings and specifications at fully established ALIMCO's Auxiliary Production Centre (AAPC) at Plot No.A1, A2 & A3, Focal Point, Chandalon, Distt.-Mohali, Punjab.

Sl.No.	Product Code	Nomenclature (As per ALIMCO drawings & specification)	Quantity / annum (In Nos.) Chandalon
(i)	TD2C38	Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70)	26400
(ii)	TD2C38 REV-I	Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70)	2000
(iii)	TD2C95/ TD2C96	Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70)	5000
(iv)	TD2C51	Wheelchair as per ALIMCO Drawing & duly packed in packing Carton (HM67)	33000
(v)	TD2A06	Wheelchair as per ALIMCO Drawing & duly packed in packing Carton (HM66)	6800
(vi)	TD2N85	Rollator as per ALIMCO Drawing	2000
(vii)	TD2N86	Rollator as per ALIMCO Drawing	000
(viii)	TD2N82	Walker as per ALIMCO Drawing	1000
(ix)	TD2A64	Motorized Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70) and packed in wooden crates as per drg.	500
(x)	TD2A65	Motorized Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70) and packed in wooden crates as per drg.	10560
(xi)	TD3B61	C P Chair Deluxe Model as per ALIMCO Drawing.	2000

**Note:-**

- Tenderer has to quote for all the items sl.no. (i) to (xi) mentioned above and those quoting for part items shall not be considered.**
- This is a fixed price tender for subsequent year. Any request for rate revision till completion of respective year shall not be considered and further for next year rates are revised only as per price quoted for respective year.
- The finished products are to be properly wrapped/packed as indicated above for respective item.

4. No Toolings / Die development charges are payable by the Corporation in case the same is required to be developed for undertaking the works. However, available in case of Tools/Dies/Zigs & Fixtures shall be provided free of cost. After completion of life of these Tools or in case of damage/breakage etc. of these tools, the same shall be required to be provisioned by the Tenderer at their own cost.
5. The tentative quantities likely to be covered by Purchase Order are indicated above. The material would be required to be supplied on staggered delivery schedule to be indicated in Purchase Order or as required by the Corporation.
6. The total requirement of the above material may vary substantially up or down as per requirement of the Corporation & successful tenderer will be required to arrange the supplies accordingly.
7. Tenderer has to provide a replacement warranty of 12 month of material supplied from date of receipt of store in ALIMCO Chanalon.
8. The tentative monthly production requirement will be approx 1/12th of the quantity indicated above subject to be change by the Corporation which may vary substantially up or down as per requirement of the Corporation.
9. Maximum period required to commence production & making supplies which may normally be not exceeding 30 days from the date of placement of Purchase Order.
10. The rates should be invariably and Separately quoted for undertaking production at AAPC chanalon for respective Ist Year (Annexure C-1), IInd Year (Annexure C-2) ,IIIrd Year (Annexure C-3), IVth Year (Annexure C-4) & Vth Year (Annexure C-5)

**For Artificial Limbs Manufacturing Corporation Of India**

**Sr. Manager (MM)**

**SCOPE OF WORK OF AAPC CHANALON (ALIMCO)**

1. Provide the premises with available Plant & Machinery.
2. Deploy Quality Control Staff to check / test all input materials as well as finished goods.
3. Arrange Sale of finished products in it's sole direction.
4. Arrange for security and security checks.
5. Pay property taxes.
6. Arrange payments as per terms, for the accepted goods.

**SCOPE OF WORK OF THE TENDERER**

1. All the raw materials, bought outs & Consumables etc. shall mandatorily be ISI Marked wherever specified so in the Technical Specifications & Drawings. Wherever ISI Marked is not specified in the Specifications & Drawings, it has to be IS complied, if IS is available and measurement & test reports from Govt Lab or NABL accredited Lab are to be compulsorily taken from the suppliers. In cases where input items are not specified as ISI Marked & IS doesn't exist for the said items then necessarily measurement/test report from Govt Lab or NABL accredited Lab shall be furnished. Also Tenderer has to provide the requisite Test Certificates from OEM/ Govt Lab/ NABL Accredited Lab for all the materials as required.
2. Arrange required manpower (unskilled/Skilled/Technical & Supervisory) etc. for undertaking all the activities required for carrying out the indicated volume of production.
3. Preventive/Breakdown Maintenance of Plant & Machines & Housekeeping and General Cleaning of production & relative surrounding area.
4. Compliance of all prevailing statutory rules/provisions/requirements as applicable like all labour related laws, Income Tax, Sales Tax, Service Tax, License & Safety norms as amended from time to time.
5. Timely payment of water/Sewage Tax & Electricity Bill etc.
6. Arrange for production of different goods as per schedule (Qty./Month) and work beyond normal duration in exigencies after obtaining authorization from Corporation/AAPC.
7. Obtain License for Carrying out the proposed work as applicable as per Law/rule of the land.
8. Responsible for all liability pertaining to men, machines & materials arising due to unforeseen reasons/ accident etc. or due to noncompliance of any of statutory obligations.
9. Sole employer of the personnel deployed, without any liability whatsoever on the part of Corporation/AAPC.
10. Supervise, manage and control persons deployed.
11. Sole responsibility for safety, Security & Insurance of personnel deployed.
12. Organise adequate working capital in such a way that work is not held up.
13. Maintain strict confidentiality of drawings/documents and not to share any information/documents with any outside agency/party.
14. Finished products are to be properly wrapped/packed as indicated in the annexure A for respective

items

ANNEXURE -A3

( On Rs.100/- Non Judicial Stamp Paper & Notorised)

UNDERTAKING BY THE TENDERER

I/We agree to abide by all terms & conditions of Tender Notice No.....dt.....of ALIMCO and undertake to ensure compliance of all statutory obligations including payment of Govt. levies.

I/We shall also fully comply with provisions of Contract Labour Act, ESI Act, Employee Provident Fund & Misc. Provisions Act and other Labour Law as applicable during the tenure of Work Contract and own all liabilities on this account including accidental, if any, in case the Work Contract is finalized in our favour.

I/We shall permit ALIMCO to supervise the payment of wages to persons deployed by me / us at ALIMCO's Auxiliary Production Centre (AAPC) at Chanalon for execution of the Work Contract, for the purpose of verification of payment of minimum wages.

I/We will not make any claim, other than the amount as per rates quoted by us against the Tender referred above as the rates quoted by us are inclusive of all liabilities under various Labour Laws.

I/We assure the management of ALIMCO/AAPC that my/our employees will never claim for employment with ALIMCO or demand any other facility including compensation, from ALIMCO/AAPC.

I/We shall maintain the confidentiality of drawings & documents and will not pass on the same to any other party or agency.

In case, any liability financial or otherwise comes upon ALIMCO/AAPC on account of noncompliance of statutory provisions on my/our part or due to any act, deed or negligence on my/our part, I/We undertake to indemnify ALIMCO/AAPC for the same.

Signature.....

Name .....

Date:

Name of Party

Address

Seal

**(On Letter Head of the Tenderer)**

**ANNEXURE 'B-1'**

**UNDERTAKING**

We hereby confirm that the material quoted/to be supplied is/will be ISI Marked/ IS Compliant as per ALIMCO Specification & Drawings.

We hereby also confirm that the Test Certificates from OEM/Govt Lab / NABL Accredited Lab will be provided for each lot of the material .

Dated:

Authorised Signatory:

Name :-

Designation :-

Seal :-

**(On Letter Head of the Tenderer)**

**Annexure – ‘B-2’**

**UNDERTAKING**

We hereby undertake that we have quoted for all the items as mentioned in **Annexure ‘A’** & given below-

<b>Sl.No.</b>	<b>Product Code</b>	<b>Nomenclature (As per ALIMCO drawings &amp; specification)</b>
(i)	TD2C38	Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70)
(ii)	TD2C38 REV-I	Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70)
(iii)	TD2C95/ TD2C96	Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70)
(iv)	TD2C51	Wheelchair as per ALIMCO Drawing & duly packed in packing Carton (HM67)
(v)	TD2A06	Wheelchair as per ALIMCO Drawing & duly packed in packing Carton (HM66)
(vi)	TD2N85	Rollator as per ALIMCO Drawing
(vii)	TD2N86	Rollator as per ALIMCO Drawing
(viii)	TD2N82	Walker as per ALIMCO Drawing
(ix)	TD2A64	Motorized Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70) and packed in wooden crates as per drg.
(x)	TD2A65	Motorized Tricycle as per ALIMCO Drawing & duly wrapped by Polythene Wrapper (Stretch Film) (VX70) and packed in wooden crates as per drg.
(xi)	TD3B61	C P Chair Deluxe Model as per ALIMCO Drawing.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

**(On Letter Head of the Tenderer)**

**ANNEXURE 'B-3'**

**UNDERTAKING**

We hereby undertake that the material to be supplied by us shall have a replacement Warranty of 12 Months from the date of acceptance in the store at ALIMCO, AAPC Chanalon.

A Security Deposit equal to 3% of the ordered value subject to a maximum of Rs. 100.00 lakh in the form of Demand Draft or Pay Order or Bankers Cheque or irrevocable Bank Guarantee from a Nationalized Bank shall be furnished in the format to be made available by ALIMCO, for a period of 12 Months of expiry of warranty period from the last supply date of acceptance of material in the Store at ALIMCO, AAPC Chanalon.

Dated:

Authorised Signatory :

Name :-



Designation :-

Seal :-

**(On Letter Head of the Tenderer)**

**ANNEXURE 'B-4'**

**UNDERTAKING**

We hereby undertake that our Offer is valid for acceptance for 90 days from the date of opening of Techno-Commercial Bid (TC-Bid).

Dated:

Authorised Signatory:

Name :-

Designation :-

Seal :-

**(On Letter Head of the Tenderer)**

**ANNEXURE 'B-5'**

**UNDERTAKING**

We hereby confirm that for the payment 75% Payment against the Bill will normally be released by AAPC/ALIMCO on monthly basis on receipt of monthly bills submitted by the successful tenderer for completed and duly accepted work by QC after verification, within a weeks' time from the date of QC Certification.

However, the GST portion will be payable only after submission of proof / self-certified copy of GST return filed online by the tenderer clearly (duly highlighted) showing invoice/ bill number and amount submitted to ALIMCO. In case, non-matching no payment of GST shall be made and Balance 25% payment will be released on submission of Certified copies of challans for payment of PF & ESI contribution in respect of his personnel within a weeks' time. Original challans need to be produced for verification as & when so asked for.

Dated:

Authorised Signatory:

Name :-

Designation :-

Seal :-

**(On Letter Head of the Tenderer)**

**ANNEXURE 'B-6'**

**UNDERTAKING**

**We hereby declare and accept that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we agree for suspension for period of TWO year from participating in GeMs and in any tender of the corporation which shall be binding on us and we shall not appeal against the same.**

**Dated:**

**Authorised Signatory:**

**Name :-**

**Designation :-**

**Seal :-**

**(On Letter Head of the Tenderer)**

**ANNEXURE 'B-7'**

**UNDERTAKING**

We hereby undertake that we have visited the premises of AAPC Chanalon and understand the work and accepted **all terms & conditions of the tender documents.**

Dated:

Authorised Signatory:

Name :-

Designation :-

Seal :-

## (On Letter Head of the Tenderer)

### ANNEXURE “B-8”

#### MANDATORY CONDITIONS TO BE SATISFIED BY ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

(This annexure is to be signed and stamp and submitted/uploaded by Bidder along with the bid)

- A. The tender shall be governed by the following terms and conditions:
- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Order (Public Procurement No.1) F.No.6/18/2019-PPD Dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division and as amended from time to time. Such registration should be valid at the time of submission and acceptance of bids.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or

- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. Certificate regarding compliance: **A certificate shall be provided by bidders in the tender documents regarding their compliance with these clauses.** If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- VIII. Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- B. Not with standing above, the terms and conditions mentioned above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developing projects.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Dated:

Authorized Signatory:

Name:-

Designation:-

Seal:-

ANNEXURE 'B-9'

Self-certification

We here certify that the quote/offer submitted by us against this tender for the items as tendered meets the minimum local content criteria of 50% in terms of quoted value as per tender clause no A-2(a) – xv(a) and details of the location(s) at which local value addition is made are as under:

Sl. No.	Details of the component under local Content	Address of the local Manufacturer supplying the component with e-mail address	Nodal person/Contact Person with Contact Number of the Local Manufacturer at "C"
(A)	(B)	(C)	(D)

We hereby certify the details furnished above are true to the best of our knowledge.

Dated:

Authorized Signatory:-

Name:-

Designation:-

Seal:-



Percentage of local content certificate

To be certified by statutory auditor/cost-auditor of the company/practicing cost-accountant/practicing chartered accountant

We.....(Name of the statutory auditor/cost-auditor of the company/practicing cost-accountant/practicing chartered accountant) having checked the books of account, related documents and information furnished for the purpose of local content minimum 50% in terms of quoted value (as per the tender clause no. A-2(a) xv(b) of LT Tender

No.....and explanation given by the..... (Name of the tenderer) having registered office at ..... We hereby certify that the Local Content in terms of quoted value is.... Percent. This certificate has been issued on the basis of records/books.

Dated:

Authorized Signatory:

Name:-

Designation:-

Seal:-

**(On Letter Head of the Tenderer)**

**ANNEXURE 'B-11'**

**UNDERTAKING**

We hereby undertake that our Firm has not been debarred/terminated/blacklisted/put on holiday to participate in the Tender by any Govt. Institution, PSU, State Govt. or Central Govt. Deptt.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

To,

\_\_\_\_\_

\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Name of Tender / Work: - \_\_\_\_\_

Tender Reference No: \_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
As per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ To \_\_\_\_\_  
(Including all documents like annexure(s), schedule(s), etc...), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while Submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / Entirety.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)