



**MSME Technology Centre, Visakhapatnam**  
(A Government of India Society)  
Ministry of Micro, Small and Medium Enterprises



**Request for Proposal**  
(Open Tender)

**From:**

Deputy General Manager,  
MSME- Technology Centre,  
Plot No.6, IC-Pudi, Near APSEZ,  
Atchuthapuram,  
Visakhapatnam-531 011  
Andhra Pradesh

RFP Ref No: MSME-TC/Vizag/2020-21/SOC-0008  
RFP Date: 04-02-2021

Type of Bid: Single Bid

**INVITATION OF BIDS FOR : SUPPLY AND FIXING OF STEEL SINGLE COT WITH  
MATTERESSES AND PILLOWS -75 Nos**

To,

1. Online Bids are invited through CPP Portal for **Supply and fixing of steel single cot with mattresses and pillows for Boys & Girls Hostel of 75 No's** at MSME Technology Centre, Visakhapatnam, as per scope of work stated at Part - V of this RFP, as per **Single Bid system [viz. Technical (T) and Commercial Bid (Q)]**. Please super scribe the abovementioned RFP reference number and date of opening of the bids, as per Para 5 of Part - I of this RFP, on the sealed cover, to avoid the Bid being declared invalid. All qualified vendors / suppliers are requested submit the tenders through online and hard copies to be submitted to the office within stipulated date and time.
2. **General Information**. The address and contact numbers for sending Bids or seeking Clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	The Deputy General Manager, MSME-Technology Centre, Plot No.6, IC-Pudi, Near APSEZ, Atchuthapuram, Visakhapatnam, Andhra Pradesh -531011.
b.	Postal address for sending the Bids	Plot No.6, IC-Pudi, Near APSEZ, Atchuthapuram, Visakhapatnam, Andhra Pradesh - 531011
c.	Name & designation of the contact Officer	Shri Prasada Reddy Gujju, Deputy General Manager
d.	Telephone number(s) of the contact Officer	08924-282600/601/602/603/604
e.	Fax number(s)	N.A.
f.	Email address	<a href="mailto:Info.tcmsmepudi@gmail.com">Info.tcmsmepudi@gmail.com</a> , <a href="mailto:dgm.tcpudi@gmail.com">dgm.tcpudi@gmail.com</a> <a href="mailto:prasadareddy@dcmsme.gov.in">prasadareddy@dcmsme.gov.in</a>
g.	Last date and time of receipt of Bids	<b>22nd Feb,2021 at 16:00 hrs.</b>
h.	Place of submitting Bids	MSME- Technology Centre, Training Block, Pudi, Atchutapuram, Visakhapatnam.
i.	Date and Time of opening of Bids	<b>23rd Feb,2021 at 17:00 hrs.</b>
j.	Place of opening of Bids	MSME- Technology Centre, Training Block, Pudi,



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		Atchutapuram, Visakhapatnam
k.	Bid Validity	75 Days
l.	Date up to which Bid is Valid	<b>21st April 2021</b>
m.	Tender Evaluation Criteria.	Refer Part VI of RFP.

3. This RFP is divided into 7 ( Seven ) parts and appendix as follows:

S.no	Part	Remarks
(a)	<b>Part I</b>	Contains <b>General Information and Instructions</b> for the Bidders about the RFP Such as the time, place of submission and opening of tenders, Validity period of tenders etc.,
(b)	<b>Part II</b>	Contains <b>Standard and Special Terms and Conditions of RFP</b> , which will form part of the Contract/Supply Order (herein after referred as the Contract) with the successful bidder(s).
(c)	<b>Part III</b>	Contains <b>Special Terms and Conditions</b> applicable to this RFP and which will also form part of the Contract with the successful Bidder(s).
(d)	<b>Part IV</b>	Contains <b>Vendor Qualification Criteria</b> e.g. Technical Capabilities, Financial capabilities, Infra-structure facilities etc.
(e)	<b>Part V</b>	Contains <b>Details of the Store(s)/Service(s) Required</b> e.g. Technical Details, Technical Details with technical parameters, Free issue material / service list from MSME-TC, (V) Contractors Deliverable's etc.
(f)	<b>Part VI</b>	Contains <b>Evaluation Criteria of Bids.</b>
(g)	<b>Part VII</b>	Contains formats of constituent documents of Commercial (Q) bids.

**4. Important Instructions to Vendors:**

- (a) Last date and time for online submission of of Technical and commercial bid is **22nd Feb 2021, Up to 16:00:00 Hrs.** Last date and time for submission of duly signed **Hard copies of the technical bid is 25<sup>th</sup> Feb 2021, Up to 17:00:00 Hrs.**
- (b) **Hard copies of the technical bid, tender fee & EMD Bids** are to be submitted in the tender box kept at MSME-Technology Centre, Training Block.
- (c) All pages of the bid are to be signed and stamped.
- (d) All documents enclosed to the bid are to be duly attested by the authorized signatory of the firm only.

**5. Terms of issue of RFP :** This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof or foreclose the procurement case at any



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Stage. The buyer also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds on National Security.

6. **Award of Contract:** MSME- Technology Centre, Pudi reserves the right to accept the whole or part Of the bid as they may think fit, without assigning any reason.
7. You may contact The Dy. General Manager, MSME-Technology Centre, Pudi for any grievance Related to bidding conditions, bidding process and / or rejection of bid with regard to bidding Conditions, this shall be done in writing at least seven days in advance of the stipulated date of Submission of bid.

**PART – I**  
**GENERAL INFORMATION AND INSTRUCTIONS**

SI No	Description	Detail
1.	<b>Introduction</b>	All Bidders are requested to make themselves fully conversant with the Technical Specification, Drawings, Standard Terms and Conditions of Supply (STACS) etc., before submission of the bids, so that no ambiguity arises later in this respect.
2.	<b>Pre-Bid Conference</b>	NA
3.	<b>Last date and time for depositing the bids</b>	On <b>22st Feb 2021, Up to 16:00:00 hrs.</b> The bids ( <b>both Technical and Price Bid</b> ) should be submitted <b>online within above mentioned due date and time.</b> The responsibility to ensure this lies with the Bidder's only.
4a.	<b>Portal for Online Submission</b>	CPP Portal ( <a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a> ) Development Commissionerate MSME
4b.	<b>Location of Tender Box</b>	<p><b>Tender box positioned inside at Training Block 1<sup>st</sup> floor of MSME-TC, Vishakhapatnam. Bidders may drop their Hard Copies of the Technical bids, Tender fees &amp; EMD in the tender box at the designated place.</b></p> <p>(a) Hard copies of the Technical bids, Tender Fees and EMD <b>only</b> should be either dropped in the tender box or sent by post at the address given, in the "Invitation of Bids", so as to reach by the due date and Time. <b>Late tenders will not be considered.</b></p> <p>b) The bid sent by post/courier service must be sent well in time so as to reach "The Dy.General Manager, Plot No.6, IC-Pudi, Near APSEZ, Atchuthapuram, Visakhapatnam, Andhra Pradesh -531011" within the Scheduled date and time for receipt of bids. No responsibility will be taken for postal delay or non- Delivery/non receipt of Technical Bids, Tender fees and EMD documents. <b>Bids sent by FAX or e-mail will not be considered.</b></p> <p>c) Bids which are delivered after the due date and time shall not be considered. The bidders therefore, are requested in their own interest to ensure that the bid is delivered in time.</p>
5.	<b>Time and Date for Opening of Bids</b>	On <b>23rd Feb 2021 at 17:00 hrs.</b> If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the succeeding working day at the same time or on any other day/time, as intimated by the Buyer.
6.	<b>Place of Opening of the Bids</b>	MSME Technology Centre, Plot No.6, IC-Pudi, Near APSEZ, Atchuthapuram, Visakhapatnam, Andhra Pradesh -531011. The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Relevant parts and important



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		Commercial / Technical clauses quoted by all Bidders will be read out in the presence of representatives of the participating Bidders. This event will not be postponed due to non-presence of your representative.
7.	<b>Marking of Bids</b>	Bids must be clearly marked with RFP Reference no., date of opening and type of bid (Technical Bid).
8.	<b>Procedure for submission of Bids Techno- commercial bids</b>	<p>1. Both (Technical and Price Bid) should be submitted <b>online within above mentioned due date and time</b>. The responsibility to ensure this lies with the Bidder's only.</p> <p>2. Hard Copies of <b>Technical Bids, Tender fees &amp; EMD</b> shall be submitted in a single envelope stating Technical compliance duly sealed and super scribed with Title of the RFP, Reference no. and Date of opening the bid, would be opened on the time and date mentioned above.</p> <p>3. <b>Price bids</b> to be submitted through <b>Online only</b>. (<b>Hard copies of the Price bid not required to be sent by post.</b>)</p>
9.	<b>Forwarding of Bids</b>	Bids should be forwarded by the Bidders only, under their original memo / letter pad inter alias furnishing details like TIN, GST number, Bank address with NEFT account if applicable, etc. and complete postal and E- mail addresses of their office, failing which the bid Would not be considered.
10.	<b>Clarification Regarding Contents of the RFP</b>	A prospective Bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in <i>writing about the clarification sought not later than 7 (Seven) days prior to the date of opening of the Bids</i> . Copies of the query and clarifications by the purchaser will be sent to all prospective Bidders who have received the bidding documents from MSME Technology Centre and would be posted on the website in case of advertised tender enquiry.
11.	<b>Indian Firms need to Quote only in Indian Rupees</b>	Firm should quote only in Indian Rupees.
12.	<b>Validity of Bids</b>	The bids should remain valid for <b>75 days</b> from the last date of submission of the bids.
13.	<b>Modification and withdrawal of Bids</b>	A Bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by FAX, however, it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity.
14.	<b>Tender Fees of Rs.500/-</b>	<p>Applicable/Not Applicable</p> <p>(a) Tender fee Applicable : Yes/ No (Please tick) Tender fee details: (Tender fees to be submitted in form of Demand Draft/ Performance Bank Guarantee /NEFT/RTGS)</p> <p>(b) Tender fee exemption documents (Uploaded / Not Uploaded in CPP Portal)</p> <p>(c) Details of tender fee exemption documents.</p> <p><b>Note: Tender fees will be exempted for MSE's registered firms with the Ministry of MSME in the field of respective supply / manufacturing of</b></p>



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		<b>items with respect to tender enquiry.</b>
15.	<b>Earnest Money Deposit of Rs.12,000/-</b>	Applicable/Not Applicable  (a) EMD Applicable : Yes/ No (Please tick) EMD details: (EMD to be submitted in form of Demand Draft/ Performance Bank Guarantee/NEFT/RTGS) (b) EMD exemption documents (Uploaded / Not Uploaded in CPP Portal) (c) Details of EMD exemption documents.  <b>Note: EMD will be exempted for MSE's registered firms in the field of respective supply / manufacturing of items with respect to tender enquiry.</b>
16.	<b>Firm's Name &amp; Address ( to be filled by the Vendor )</b>	
17.	<b>Firm's Registration Number ( to be filled by the Vendor )</b>	NA
18.	<b>GSTIN Number ( to be filled by the Vendor )</b>	
19.	<b>Clarification Regarding Contents of the Bids</b>	During evaluation of bids, the Buyer may, at his Discretion, ask the Bidder for clarification on his Bid. The request for clarification will be given in writing. No clarification on the initiative of the Bidder will be entertained after opening of Bid.
20.	<b>Changes Prior to the Date of Bid Opening</b>	MSME TC Visakhapatnam may revise or amend the specifications and drawings prior to the date notified for bid opening. Such revisions or amendments to the invitation of the bids, with due extension of time for bid submission, if considered necessary by MSME TC (V).
21.	<b>Rejection of Bids</b>	<b>The T-bid and Q-bid should be complete in all respects as per the instructions laid down in this Tender Enquiry.</b> Deviations from these would make the offer liable for rejection. Bids will also be rejected under following conditions:- (a) Tenders sent by Fax. (b) Unsolicited quotations / quotations received late or improperly sealed or with incomplete marking or with unattested overwriting / corrections in the quotation documents. (c) Bids received beyond the last date and time as indicated in the RFP at Para 3 above. Copies of the tender technical bids not submitted. (d) 'T' and 'Q' bids not submitted in separate, sealed covers as mentioned at Para 8 above. (e) Q bids submitted in violation to requirements mentioned at Para 8 above, under 'Preparation and Procedure for Submission of Bids' and in Part VI, Evaluation Criteria of this RFP. (f) Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. (g) Conditional tenders will also be rejected.
22.	<b>Unwillingness to Quote</b>	(a) Bidders unwilling to quote should ensure that intimation to this effect



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	<b>(Applicable for Limited Tender)</b>	reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be de-registered for the range of items in this RFP, as per the policy in vogue.. Bids of debarred/blacklisted firms will not be considered for evaluation. (b) Further, <b>in case of non-response, the vendor enlistment and consideration of the firm for further tendering will be viewed with serious concern.</b>
23.	<b>Award of Contract</b>	(a)The order will be placed for the comprehensive requirement of RFP, inclusive of all taxes. (b) MSME-TC reserves the right to accept the whole or a portion of any bid as they may think fit, without assigning any reason.
24.	<b>Safeguard of Govt. Property</b>	The Seller shall be responsible for safeguard of the Govt. Property, entrusted to him for installation, commissioning and all breakdowns and deficiencies which may occur within the stipulated period without a fault of the customer shall be set right or made good within a short period, all the expenses being paid by the contractor.

**PART- II**  
**STANDARD TERMS AND CONDITIONS**

[The Bidder is required to give confirmation of their acceptance of the standard terms and conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of the bid submitted by the Bidder].

**1. Effective Date of Contract.**

The date of issue of the Work Order /Supply Order would be deemed as Effective Date. In case a Contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The deliveries and supplies and performance of the services shall commence from the Effective Date of the Contract.

**1.1 Duration / Delivery period of Contract. 45 days**

**2. Law.**

The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.

**3. Arbitration.**

All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions:

**(a) For Central and State PSEs.**

The case of arbitration shall be referred to the Department of Public Enterprises for the appointment of sole arbitrator by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.

**(b) For Other Firms.**



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Any dispute, disagreement or question arising out of or relating to the Contract correlating to product or performance, which cannot be settled amicably, shall be resolved by referring the case to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

**4. Penalty for Use of Undue Influence.**

The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government of India for showing or forbearing to show favour or un favour to any person in relation to the Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Contract and all or any other Contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other Contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

**5. Agents / Agency Commission.**

The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter-Bank Offered Rate (LIBOR) for the Foreign Bidders. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any Contracts in vogue with the Government of India.



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**6. Access to Book of Accounts.**

In case it is found to the satisfaction of the Buyer that the Bidder /Seller has violated the provisions of use of undue influence and/or Employment of agent above to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary Information/inspection of the relevant financial documents /information/Books of Accounts.

**7. Non-disclosure of Contract Documents.**

Except with the written consent of the Buyer/Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

**9. Withholding of Payment.**

In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. As specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.

**10. Liquidated Damages (LD).**

The Buyer may deduct from the Seller, as agreed, Liquidated Damages at the rate of 0.5% per week or part thereof, of the basic cost of the delayed / undelivered stores and services which the Seller has failed to deliver within the period agreed for delivery in the Contract. LD can also be levied on the seller on the basic cost of the stores supplied partially within the Scope of the Order/ Contract that could not be put to use due to late delivery of the remaining stores. The maximum quantum of LD would be 10% of the total order value (excluding taxes & duties).

**11. Termination of Contract.**

The Contract or the Purchase order can be legally terminated before the contractual obligation/ duties have been fulfilled under the following conditions:

- (a) The store/ service is not received/ rendered as per the Contracted schedule(s) and the same has not been extended by the Buyer.

(or)

The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than **06** months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

- (b) The delivery of store/service is delayed due to causes of Force Majeure by more than **06** months provided Force Majeure clause is included in the Contract and the delivery period has not been extended by the Buyer.
- (c) The Seller is declared bankrupt or becomes insolvent.
- (d) The Buyer has noticed that the Seller has violated the provisions of use of undue influence and/ or employment of agent to obtain the Contract.
- (e) For Service contracts, buyers completely reserves the rights to terminate the contract with one month notice if service providers performance is not upto the standards of the contract requirement and Quality of the service in degradable condition.
- (f) As per decision of the Arbitration Tribunal.





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12. **Notices.**

Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

13. **Transfer and Subletting.**

**The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.**

14. **Use of patents and other Industrial Property Rights.**

The prices stated in the Contract/ SO shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.

15. **Amendments.**

No provision of the Contract/ SO shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract/SO.

16. **Taxes and Duties.**The following shall be applicable: -

16.1.1 **General.**

- a) Bidders must indicate separately the GST likely to be paid in connection with delivery of completed goods and services specified in RFP.
- b) If a bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that GST will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate / quantum of GST, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.
- c) Any changes in GST levied by Central / State Governments on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such GST paid by the Seller. Similarly, in case of downward revision in any GST, the actual quantum of reduction of such tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concessions etc, if any, obtained by the Seller.
- d) GST levied by Central / State governments on final product will be paid by the Buyer on actual, based on relevant documentary evidence, wherever applicable.
- e) GST on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.



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- f) Payment of taxes shall be made as per the applicable tax slabs. GST as applicable will be paid at actuals after deducting 2% as TDS. MSME-TC will have the right to verify remittance of taxes at any point of time. In case of defaulter suitable action would to be taken on the firm.
- g) TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer for services contract.

**16.2 Customs Duty.**

Custom Duty will not be paid and Custom Duty Exemption Certificate will not be issued, Bidders are required to consider custom duty, if any, applicable, within the basic cost.

**17. Denial Clause.**

Denial clause informs Seller that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery schedule in case Seller fails to deliver the goods as per schedule.

**18. Pre-integrity Pact Clause.**

Not Applicable

**19. Undertaking from the Bidders.**

An undertaking will be obtained from the Bidder / firm / company / vendor that in the past they have never been banned / debarred for doing business dealings with Ministry of MSME / Govt. of India / any other Govt. organization and that there is no enquiry going on by CBI / ED / any other Govt. agency against them.



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**PART- III**  
**SPECIAL TERMS AND CONDITIONS**

The Bidder is required to give confirmation of their acceptance of the standard terms and conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of the bid submitted by the Bidder].

**1. Acceptance of Work Order and amendment of Work Order.**

The Contractor on receipt of the Work Order shall communicate his unconditional acceptance of the same to the Customer, within 7 days of receipt of the order. Failure to do so shall make the order liable to be cancelled.

**2. Apportionment of Quantity.**

Not Applicable

**3. Performance cum Warranty Bond.**

The seller may be required to furnish a performance cum warranty bond by way of bankers cheque/ fixed deposit receipt/ demand draft (DD)/ bank guarantee (BG), in favour of the director The Dy. General Manager, MSME-TC, Visakhapatnam for a sum equal to **3%** of the contract value (Including taxes) before release of Purchase Order / Work Order. The bond submitted by way of fixed deposit receipt/ demand draft (DD)/ bank guarantee (BG) should be valid up to 60 days beyond the date of completion of all contractual obligations including warranty. The specimen of bond can be provided on request. The performance cum warranty bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the contract/ so are not fulfilled by the Seller.

**4. Tolerance Clause.**

To take care of any change in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to increase or decrease 25% of the tendered quantity of the required goods, proposed in the RFP without any change in the terms and conditions and rates quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

**5. Option Clause.**

Not Applicable

**6. Repeat Order Clause.**

Not Applicable

**7. Purchase Preference Clause.**

Purchase preference will be granted to the nominated agencies for the specified quantity as per the policy of Govt. of India in vogue.

**8. Transfer of Technology (ToT).**



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Not Applicable.

**9. Permissible time frame for submission of bills.**

To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 10 days from the completion of the activity/supply.

**10. Payment Terms.**

Service provider has to claim the amount from the Accounts department of MSME TC Visakhapatnam periodically on submission of concerned documents.

**11. Payment Authority.**

The payment would be made through the Office of the **MSME Technology Centre, Visakhapatnam**

**12. Mode of Payment.**

Payments will be made by **Electronic Clearing System (ECS)** from the bank. The Supplier has to indicate the Bank account number, IFSC Code and Branch of the Organization, GST registration number and other relevant e-payment details, to facilitate payments through ECS / EFT mechanism. A copy of the model mandatory form prescribed by RBI to be submitted by the Contractor for receiving payment through ECS.

**13. Documents to be Furnished for Claiming Payment.**

The payment of bills will be made on submission of the following documents by the Seller to the Buyer:

- (a) Performance Cum Warranty Bond.
- (b) Ink-signed copy of contingent bill.
- (c) Ink-signed copy of commercial invoice / sellers bill.
- (d) Bank Guarantee for advance, if applicable.
- (e) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
- (f) Guarantee/ Warranty Certificate.
- (g) Original copy of the Contract and amendments thereon, if any.
- (h) Self-certification from the Seller that the GST received under the Contract would be Deposit to the concerned taxation authority. In this regard, extant government orders will be applicable as Communicated by MSME-TC, Vishakhapatnam,
- (i) Any other document/ certificate that may be provided for in the Contract.

**14. Force Majeure Clause.**

- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State



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Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present Contract.

- (b) In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (ten) days from their commencement.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.

**15. Buy Back.**

Not Applicable

**16. Export License.**

Not Applicable

**17. Free issue of Material (FIM).**

Not Applicable

**18. Terms of delivery.**

The delivery of goods shall be on FOR (destination) basis.

**19. Packing and Marking Instructions.**

Not Applicable

**20. Inspection Instructions.**

- (a) Post-delivery inspection on receipt of store.
- (b) User Acceptance Certificate.
- (c) Warranty certificate
- (d) Inspection authority: HOD, MSME Technology Centre, Visakhapatnam.

**21. Franking Clause.**

- (a) **In case of Acceptance of Store(s).** The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract.
- (b) **In case of Rejection of Store(s).** The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Contract.

**22. Claims.**

- (a) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 30 days of completion of inspection.
- (b) The Seller shall collect the defective or rejected goods from the location indicated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Sellers arrangement without any financial implication on the Buyer.

**23. Guarantee Period.**

Twelve (12) months guarantee is applicable from the date of handing over of items/project.



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24. **Product Support.**

Not Applicable

25. **Intellectual Property Rights.**

The rights of Intellectual Property, developed under the Contract, will be either the property of Govt. of India or jointly owned by the Govt. of India and the Development Partner. The holding of rights of Intellectual Property will be decided by the Buyer based on the merits of the case. Even where IPR is jointly held, Govt. of India will have the marching rights on IPR, i.e., the Development Partner will have to give technical knowhow/ design data for production of the item to the designated Production Agency nominated by Govt. of India. The Development Partner will, however, be entitled to license fee / royalty from designated agency as per agreed terms and conditions. The Development Partner will also be entitled to use these Intellectual Properties for their own purposes, which specifically excludes sale or licensing to any third party.

26. **Contract Operating Authority.**

The contract for, once finalized, will be operated by The Dy. General Manager, MSME-TC, Visakhapatnam, through the designated Officers.

27. **Place of Work.**

The Contract staff being employed in the contract shall be required to work within the premises of MSME-TC (V) its outlying units, the distribution of which will be decided by the Customer.

28. **Working Hours.**

The working hours generally for the Contract Staff will be from **0900 hrs to 1730 hrs** on all working days ie from Monday to Saturday, with 45 minutes' lunch break from **1300 hrs to 1400 hrs** and 15 minutes' tea break each at 1030 hrs and 1530 hrs (tea/ snacks to be provisioned by contractor). The contract staff would be required to follow the daily routine as required by the Customer. However, MSME-TC (V) authority shall have the right to avail the services of the contractor on any day and time as and when required and the contractor shall be bound to provide these services. No extra payment shall be made for any work done beyond the timings stipulated in the contract, however, compensatory off shall be provided suitably.

29. **Contractor's Responsibility towards Labour Act.**

All statutory requirements under the central Labour Act provisions and any other such acts as applicable to the Contract labour including maintenance of records, etc will be complied with to the entire satisfaction of the commissioner of Labour and the contractor will be solely responsible for ensuring same. Resolving of any employment liability, compensation, disputes benefits, etc of the Contract staff under any act/ statutory provisions as applicable, will be the sole responsibility of the contractor. The Dy. General Manager, MSME-TC (V) will not in any way be liable / responsible for same.

30. **Compliance with Statutory and Other Regulations.**

- (a) The Contractor and / or agencies shall in all matters arising in the performance of the Order conform, at their own expense, with the provisions of all Central or State Statutes, Ordior laws and the rules, regulations or bye-laws of any local or other duly constituted authority and shall keep the Customer indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulation or bye-law.



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- (b) The Contractor and/or agencies shall give all notice and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the services of the Order.
31. All Contract staff employed by the firm shall remain the employees of the firm till conclusion of the contract and they shall not acquire any claim whatsoever for employment in MSME-TC,(V) or right for regularization as employees of MSME-TC,(V) or for continuous engagement in MSME-TC (V). The firm or the contract staff engaged by the firm shall not have any right to claim for employment based on the work undertaken through the Contract(s) concluded by MSME-TC (V) with the firm. Further, the contract staff will not be entitled to any other facility like transport, medical, canteen, etc. which is not explicitly mentioned as part of the contract.
32. The Contractor shall bring the terms and conditions of the Contract to each and every Contract staff engaged / positioned by them from time to time. The entire financial liability in respect of the manpower services employed in the office of the firm shall be that of the Contractor and the same will not be the liability of MSME-TC (V), under any circumstances / situations.
33. The Contractor shall comply with all Acts, Laws including the Contract Staff (Regulation & Abolition)
34. Act, 1970 or other statutory rules, regulations, bye-laws applicable or which might be applicable.
35. The Contractor would be responsible for providing the personnel with requisite skill set and experience.
36. The personnel would have to be on the payroll of the firm. The requirement of requisite police verification and clearance would be the responsibility of the Contractor.
- 37.
38. The Contractor shall maintain all registers required under various Acts, which may be inspected by the
39. Department as well as the appropriate Personnel Enforcement Authorities.
40. **Contractor's Responsibility towards Discipline of Workforce.**
- 36.1 The Contractor will be solely responsible for his contract staff adhering to the security provisions of MSME-TC,(V). The Contractor will be held responsible for any violation of the security provisions of the Establishment and instances of indiscipline/ agitations by his employees, inside the areas of work in MSME-TC (V).
- 36.2 The contractor will also be liable for making good the damages caused by his contract employees to men and material in the Establishment. The Customer will have the right to advise the contractor to terminate the services of any contract staff found violating the security provisions / indulging in acts of indiscipline / violent behaviour / agitations/ instigating other, peaceful workers etc, and the Contractor will be liable for implementing such advices.
- 36.3 The Contractor shall be responsible for resolving disputes within employees engaged by him.
- 36.4 **Trade Union Activities by Contractor's Workforce.** The contractor **shall not allow** or permit the employees **to participate in any trade union activities** or agitation in the premises of the MSME-TC(V).
37. **Contractors Responsibility towards Attendance / Punctuality of Workforce / Dress Regulations / Turn out.**



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(a) The Contractor will be solely responsible for ensuring regular attendance and punctuality of his contract employees and getting the employees proper security checked while entering / exiting the designated areas of work in MSME-TC,(V).

(b) **Personal Protection Equipment (PPE) / Uniform.**

(i) Every contract staff shall be in possession of essential items of Personal Protection Equipment (PPE), as per details placed at this RFP.

(ii) These items shall be neat and distinct to facilitate easy identification for security purposes.

(iii) The distinct uniform shall comprise of Safety Helmet, Overall, Safety shoes and goggles, as per details placed at this RFP and shall bear a suitable monogram/ emblem / mark of the firm or as decided by the Customer.

(iv) **Approval of PPE Items.** All PPE shall be **IS /CE marked**. The Contractor shall submit one each sample of the PPE items to the Customer, within **one week from the date of issue of the Work Order** for approval. Post approval of the items by the Customer, one set of the items shall be issued to all Contract staff **not later than 15 days from date of issue of Work Order**. Balance items of PPE shall be issued after six months from date of issue of Work Order.

(v) **All items of PPE shall be issued to the Contract staff, in presence of the Customer's rep.**

**38. Safety of Personnel under Contract .**

(a) All aspects of safety and security of personnel employed by the Contractor's shall be the responsibility of the Contractor, both at workplace and outside workplace. However, First Aid shall be provided at Site, in case required. Medical claims and personal Insurance in respect of the personnel employed by the Contractor shall be the liability of the Contractor.

**39. Medical Insurance Coverage.** The Contractor shall insure/cover his employees as per statutory requirements against accidents and injuries. In addition, the contract staff are also to be covered under a suitable med claim.

**40 Compensation against Death / Injury.**

(a) In case of any injury or death caused to any of the persons during the course of engagement, the responsibility shall solely rest with the Contractor. MSME-TC, (V) shall not be responsible for loss of life of the Contractor's personnel caused at the Work place. The Contractor shall alone be responsible for any compensation, for which, they shall take adequate insurance policy/policies at their own cost and expenses, from time to time.

(b) In case while on duty and during the course of engagement in the work premises of MSME-TC,(V) under this contract, if any of the Contractor's workforce meet(s) with any injury, indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid /





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treatment facilities are provided to the person(s) concerned at no additional cost to the Customer and without fail. In addition, the Contractor shall also be liable for meeting the statutory liabilities under the ESI/EPF or Workmen's Compensation Act as detailed above.

**41 Security Considerations.**

- 41.1** The Contractor shall employ only qualified / experienced Indian Nationals only and that they are selected after due verification of antecedents from the concerned Police authorities. These personnel, including the Supervisor of the Contractor will be treated as employees of the Contractor for all purposes. The Contractor shall furnish the details of Contract personnel being positioned by them to MSME-TC, (V) that shall include **Proof of Identity (POI) & Proof of Address (POA)**.
- 41.2** The Contract personnel positioned / deputed by the Contractor shall maintain absolute integrity, devotion to duty, punctuality, discipline and proper office decorum. The Contractor is liable to replace the Contract staff personnel who violate the instructions pertaining to security, safety and guidelines of conduct issued by MSME-TC, (V) from time to time.
- 41.3** No item/ equipment/ accessories/data / documentation shall be permitted to be taken out by the personnel by any means unless authorised by MSME-TC, (V). All Contract staff and their bag and baggage shall be liable for physical search, both at the time of entry and exit, out of the area of work, by the Naval Provost / DSC Personnel posted in the Establishment.
- 41.4 Submission of Police Verification Certificates (PVC).** The Contractor shall submit (at his own cost) the PVCs in respect of the personnel being employed as contract staff, **immediately on appointing the personnel for duties in the Establishment**, in the prescribed proforma. The contract staff shall be required to sign an undertaking for the correctness and validity of information provided in addition to the security clearance. The payment due to the contractor shall commence only after the above certificates have been submitted in entirety by the Contractor, within the stipulated time period as mentioned above.
- 41.5 Photo ID.** Application for the Identity cards, duly recommended by the Contractor, shall be submitted immediately on appointing of the contract staff. **In case any of the contract staff is proceeding on long leave / are suspended from the duties/contract/dismissed from service or in case the Contract staff quits the contract, the Identity cards of such personnel shall mandatorily be withdrawn and deposited with the Administration Block, MSME-TC,(V), under intimation to the Contract Operating authority.** In case of loss of such Identity Cards, the same should be reported to local Police as well to MSME-TC, (V) with a copy of FIR. Duplicate cards will be issued only on written application by the contracted personnel along with FIR.
- 41.6 Termination of Contract.** The standard conditions, under which the Contract could be terminated by the Customer, have already been spelt out at Part II (STACS). In addition, the following shall also be applicable for consideration of termination of contract: -
- (a) If the contractor violates the terms and conditions of the contract or fails to make available required number of contract staff, with the requisite skill set, despite MSME-TC, (V) having served him proper notices, the contract shall be liable to be **terminated and the PBG furnished for Performance Guarantee shall be forfeited**. No compensation whatsoever, will be payable for such termination.
  - (b) In case the Contractor fails to carry out the work satisfactorily, the Contract is liable to be terminated forthwith, without notice, and alternative arrangements made to get the work



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executed. Any loss incurred to the Department in this regard is also liable to be recovered from the Contractor and they will not be considered for further contracts with MSME-TC, (V).

- (c) In case the Contractor withdraws from the Contract during its currency on their own, the BGB furnished by the Contractor for Performance Guarantee will be forfeited and consideration of the firm for future requirements will be viewed with concern.
- (d) Non-payment / delayed payments of remuneration / Salary the Contract staff employed in the Contract
- (e) Non-payment of statutory dues. MSME-TC, (V) have no liability towards non-payment of any outstanding statutory dues of the Contractor to the statutory authorities concerned.
- (f) Not ensuring availability of Saving Bank Account and non-facilitation of ATM Card for each of the contract staff within one month from date of issue of the work order.

**Indemnity.**

**42. Indemnification against Damage to Customer's Properties / Person.** The Contractor, his employees, licensees, agents or Sub-Contractors while on site of the Customer for the purposes of this Contract, shall indemnify the Customer against direct damage and/or injury to the property and or the person of the Customer or that of Customer's employees, agents, Sub-Contractors occurring and to the extent caused by the negligence of the Contractor, his employees, licensees, agents or Sub-Contractors by making good such damages to the property or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to. The provisions of this paragraph shall survive the completion expiration or termination of this Order.

**43.** MSME-TC (V) shall confirm to all the GoI policies related to Occupational Health and Safety. In case of any injury or death caused to any of the persons during the course of engagement which is not attributable to the GoI/ MSME-TC (V), the responsibility shall solely rest with the Contractor. The Contractor shall alone be responsible for employing personnel with sound health and compensation, if required any, shall be the made by the Contractor himself. At the time of initial employment, Indemnity Bond to this effect shall be provided in respect of each personnel.

**44.** The Contractor shall indemnify and compensate MSME-TC, (V), **if MSME-TC (V), as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970, becomes liable to assume any liability towards the personnel engaged by the Contractor.** In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in tot.

**45. Responsibility of the Customer.** The Customer shall provide, free of cost to the contractor, Tools & accessories, Work authorization and area clearance, Drawings/ documentation, Special tools, Devices, fixtures consumable, gases, fluids and chemicals, low/high pressure air.

**46. Publicity** The Contractor shall not permit or allow any information regarding the contracted work to be published in any journal, newspaper or in any other means of mass communication media, periodicals or publications.

**47. Secrecy.** The Contractor shall ensure that all persons employed on any work in connection with this Contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and will continue so to apply even after the termination or expiry of the Contract. These conditions shall also apply to the Sub-Contractor(s) of the Contractor.

**48. Disclosure of information** The Supplier shall not disclose any information provided to him by the Customer except to the extent required to execute this Contract.



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**49. Amendment or Waiver to the Contract.** No amendment or modification of this Contract shall be valid unless the same is made in writing by both the Parties and their authorised Signatories, specifically stating the same to be an amendment or modification of this Contract. Failure for any reason whatsoever to enforce any or all of the terms and conditions of this Contract shall not be deemed to operate as or constitute a waiver of the terms itself and such failure shall not be deemed to affect the rights of the Parties concerned for taking action, as provided under this Contract against any breach of the provisions of this Contract.

**50. Jurisdiction.** All suits arising out of the Contract shall be instituted in a Court of Jurisdiction located within the Municipal Corporation limits of Visakhapatnam and in no other Court.

**51. Address for Service of Notice.**

(a) All notices to be given to the Contractor under the Contract shall be in writing, typed script or printed and shall be sent by Registered post to the address given below or the last known address and shall be deemed to have been served on the date when in the ordinary course of Post, it would have been delivered to it.

(b) Any notice to be given to the parties shall be deemed to have been served to the party concerned, if the same is delivered or posted by registered post to the address given below: -

<b>Customer</b>	<b>The Deputy General Manager, MSME-TC, Pudi, Visakhapatnam -5301011</b>
<b>Contractor</b>	(As given in the Work Order)

**52. Plastic Free Zone.**

MSME-TC (V) is a **Plastic Free Zone** and any kind of Disposable plastic and the rmocol items are not permitted within the premises of the Establishment. Personnel found with such items will be suitably dealt with, in accordance with extant policy of MSME-TC, (V).

**PART-IV**  
**VENDOR QUALIFICATION CRITERIA**

**VENDOR QUALIFICATION CRITERIA:**

1. All Indian registered Manufacturers/Authorised dealers firms are eligible to participate for the tender.
2. All bidders must have 3 years of past experience in supply / manufacture of items mentioned in tender enquiry in any Government /PSU/Reputed Private / Large scale organizations.(Copies of Purchase Orders should be enclosed along with Technical Bids) However Startup MSMEs may exempted from this criteria based on their profile.
3. Bidders also should submit a valid PAN number either in the name of proprietor or firm. (A Copy of PAN should be enclosed along with RFP)
4. GST registration certificate should be in the name of the proprietor or firm.(A Copy should be attached along with the RFP)
5. All bidders are must be in a position to provide Firm registration documents, Proprietor/ Partner/ Director's ID proofs, and Bank account details of the firm.
6. A copy of Audited Balance sheet of last 3 years to be submitted along with the Technical Bid.
7. An undertaking is required from the bidders stating that they have not blacklisted by Government or any other organization.

**Note:**

1. All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm.



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2. All financial standing data should be certified by certified accountant's e.g., Chartered Accounts (CA) in India and Certified Public Accountant/Chartered Accountants of other countries. Bidder to furnish stipulated documents in support of fulfillment of essential qualifying criteria a Non-submission of documents may lead to rejection of offer.
3. All the relevant documents signed and stamped by the authorized person and the same has to be uploaded along with Technical bid document in CPP portal.
4. **All the relevant documents signed and stamped by the authorized person and the same has to be uploaded along with Technical bid document in CPP portal.**

**PART- V**  
**DETAILS OF STORES / SERVICES REQUIRED**

1. **Essential Details of Items / Services Required.**

1.1. **Schedule of Requirements:** List of items / services required are as follows :-

SI NO	Description	QTY	UOM
1.	Supply and fixing of steel single cot with mattresses and pillows for Boys & Girls Hostel of 75 No's	75 Nos	

2. **Technical Details:**

2.1. **Scope of Work: Supply and fixing of steel single cot with mattresses and pillows for Boys & Girls Hostel of 75 No's at MSME Technology Centre, Visakhapatnam.**

S.No.	Type of Fans	Qty	UOM
1.	Supply and fixing of steel single cot with mattresses and pillows at MSME TC (V)	75	No's

2.2 **Technical Details with technical parameters and Scope of Work.**

**For Steel Single Cot, Mattresses and Pillow:**

S.No.	Specifications
1.	<p>A) Hostel Bed with 50 x 25 mm x 1.5MM rect. Pipe &amp; 25 x25 x 1.5 MM Square pipe for frame, 40 x40x 1.5MM Square pipe &amp; 40x20x 1.5MM Rect. Pipes Pipes for Legs and Side Support Frame ( Refer attached Diagram) ( All Pipes Must Be ISI Mark, Reputed Make (TATA/JSW/Equivalent), Manufacturer Material Test Report to be submitted for all Raw Maerials</p> <p>B) 12 MM Plywood sheet with Termite Proof, Water Resistance, 13 Layers, Standard Type, ISI Mark of Reputed Make ,</p> <p>C) Painting : Powder Coating up to 5 Mills ,(Black Colour), 7 Stage Surface chemical treatment to be done before proceeding of Powder Coatings</p> <p>D) Rubber Bushes for Legs : Heavy dutySuitable Rubber bushes to be provided for all four legs</p> <p>E) All weld joints and sharp edges to be grinded, and smooth surface finish to be maintained</p>



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	F) All required hardware and consumables for fixing of Cots under Supplier Scope
2.	Medium-density Mattress (32 to 40 density) & 100 mm (Thickness) (50mm foam & 50 mm Coir) and with zip Cover in check fabric, temperature sensitive material and soft flexi PU foam.
3.	Standard size pillow from reputed make of ISI Brand

- **1 Year Guarantee** applicable for any damage and defective parts and the supplier is responsible for replacement of all damage and defective parts within 7 days during guarantee period.

**Note: Instructions for award of Contract.**

- Contract will be awarded to the L1 bidder.
- L1 will be decided **on the basis of Average lowest price** of Serials **1,2 &3 of Commercial Bid**.
- In case of more than one L-1 vendors, decision for allocation of contract will be done by Competent Authority based on experience, credibility and other criteria deemed fit. The L-1 will be decided on the basis of total lowest charges of items mentioned in Annexure-1.

**3.2 Contractors Deliverable's.**

- Performance Cum Warranty Bond
- Delivery Challan (Quadruplicate)
- Invoice in triplicate with Revenue stamp on original (GSTIN should be clearly mentioned)
- Guarantee/Warranty Certificate.
- Materials Test Reports for Cots and Mattress

**3.3 Any other details, as considering necessary training / installation commissioning /FAT's / Documentation / Post-warranty assistance / pre-site equipment inspection.**

NA

**3.4 Full Inspection Details.**

As per provisions made in Para-18 of Part -III and franking clause of this RFP.

**1. Acceptance of Technical Details as per RFP (To be accepted by the Bidder)**

Sl No.	Description	Accept Condition / Specification (Yes / No)
1.	Scope of Work	
2.	Technical details with technical parameters	

- Delivery Period/Validity of Contract (No. of days from issue of Purchase Order):** 45 Days form the date of Issuing of Purchase Order.
- Consignee Details:** The Dy.General Manager, Plot no.6, IC-Pudi, Near APSEZ, Atchuthapuram, Visakhapatnam, Andhra Pradesh – 531011.
- Requirements of Inspection:**As instructed in the Special and Standard terms and conditions.
- Requirements of Trials:** Not Applicable



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**PART- VI**  
**EVALUATION CRITERIA OF BIDS**

The bidders will be evaluated based on the Past experience of the firm, Financial strength, Technical capabilities like Infra structure facilities, Quality accreditations etc. The firm who will score more than 50% percentage of marks will be shortlisted for tendering process.

**1. Evaluation and Acceptance Process.**

The bid will be considered and selected based on instructions contained in Part I of the RFP for further evaluation. The bid shall be evaluated if it is found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The sequence evaluation of the bids is enumerated in subsequent paragraphs.

**2. Opening of Technical Bid(T bid).**

The Technical and Commercial bid will be opened at **21<sup>st</sup> Feb,2021 at 15:00 hrs** at Training Block, First Floor, MSME-TC, Pudi, Atchuthapuram, Vishakhapatnam .The Supplier / his authorized representative can attend the Bid opening. The T-bids and Q Bids will be evaluated by the Technical Negotiation Committee (TNC). Bids received subsequent to expiry of Tender submission time and date as stipulated in the RFP or as extended by the Customer, will be summarily rejected.

**3. Technical Bid (T Bid) Evaluation.**

**Technical (T) and Commercial (Q) bids would be opened on the date mentioned at Para 2 above, by the Standing Tender Opening Committee (STOC).**The Technical Bid forwarded by the Bidders will be evaluated by the Technical Negotiation Committee (TNC) for examining compliance of the bid vis-à-vis the technical requirements associated with the scope of works and supply and terms & conditions mentioned in the RFP. Thereafter, Technical Negotiations, if required, may be held with the firms who have furnished valid Bids. The date, time and venue for conduct of Technical Negotiations will be intimated to the firms. The Price bid of the other Bidders, whose Techno- Commercial bid are found non-compliant, will be returned to the Bidders, in sealed and unopened condition as received.

**4. Price Bid (Q-Bid) Evaluation.**

(a) Q-Bids of technically qualified firms will be opened by a Standing Tender Opening and Evaluation Committee (STOEC) in MSME-TC, (V). The Supplier / his authorized representative can attend the Q-bid opening. The time, date & venue for this purpose will be intimated separately. **MSME-TC, (V) reserves the right to call for Techno-Commercial / price negotiations.** The firm shall depute competent representative for such discussions / negotiations whenever called for and **he shall be competent to take on the spot decisions.** The Price bid of those bidders whose Techno-Commercial bid has been accepted will be opened and comparative statement will be opened.

(b) **Overall L1:** As per the conditions of the Commercial bid.



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**5. Rejection of Q bids.**

- (a) Q bids of firms **who do not quote for all the serials / cost elements of the Price Bid** format, viz. Form P1 placed at Part VII of this RFP, **will be summarily rejected**. Statements against individual serials such as **“Cost is Inclusive in Srl so and so above** “etc shall not be considered and such Q bids will also be **summarily rejected**. It is **essential to provide the break up cost of overall value of offer**, as sought vide the serials of the Price Bid format.
- (b) Q bid of firms who quote **substantially / unreasonably low rates for Service cum Overhead charges** will also be rejected.
- (c) **Cutting / alteration** made in the bid shall render it invalid. The Customer reserves the absolute right to reject the bid without assigning reason whatsoever it may be.

6. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected accordingly. If there is a discrepancy between words and figures, **the amount in words will prevail for calculation of price.**

7. The **best acceptable bid** will be decided upon the **lowest price** quoted by the bidders, viz. **L1.**

**8. Placement of Order.**

Price negotiations, if held, shall be carried out with L1 firm. The Work Order will be placed on L1 firm, for the overall value of offer, inclusive of applicable taxes. Further, **MSME-TC, (V) reserves the right to accept the whole or a portion of any bid as they may think fit, without assigning any reasons.**

**PART - VII**

**CONSTITUENT DOCUMENTS OF `Q' BID**  
**FORMAT OF PRICE BID**

<b>Items Tendered:</b>							
Sl.	Description	Qty	UoM	Unit Price	Amount (Rs.)	GST(%)	Total (Rs.)
(a)	Supply and fixing of steel single cot with matteresses and pillows for Boys & Girls Hostel	75	No's				
(b)	<b>Total Basic Cost</b>	<b><u>COMMERCIAL BIDS TO BE SUBMITTED THROUGH ONLINE ONLY.</u></b>					
(c)	<b>Total GST</b>						
<b>Grand Total</b>							
<b>Amount in words :</b>							

Are prices quoted above are firm : YES / NO  
 Authorised Representative's Signature :  
 (Not applicable for Online submission)



**MSME Technology Centre, Visakhapatnam**  
(A Government of India Society)  
Ministry of Micro, Small and Medium Enterprises



**Note: Price bids to be submitted through Online only.**

**Instructions to Bidders.**

The price bid format as given above is required to be filled by bidders:

- (a) Bidders are to take all care while filling up the Format of price bid. The Price Bid Format is given in CPP portal; Bidders are required to fill up this correctly with full details.
- (b) The price bid is to be filled in after reading tender document and should tally with 'T' bid format.
- (c) All columns are to be invariably completed. In case it is not applicable, the same is to be mentioned as NA.
- (d) MSME-TC(V) reserves the right to disqualify the vendor in the following cases
  - (i) Vendor requests / states that the entries are incorrect and needs correction.
  - (ii) Calculation or entry errors are detected in the format.
  - (iii) Bidders not quoting for all Serials will be disqualified.
- (e) In case of calculation error from unit rate to total amount, unit rates shall prevail. In case of addition errors, individual amounts would prevail. In case vendor refuses to accept the entries as detailed in this paragraph, he shall be disqualified from the bid and other penal actions as deemed fit may be initiated.

(Prasada Reddy G)  
Dy.General Manager,  
MSME Technology Centre,  
Visakhapatnam.





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**PROPOSAL DATA FORM P-1**  
**(DECLARATION SHEET)**

1. I \_\_\_\_\_ certify that all the above data and information pertaining to this specification are correct and true representation of the equipment covered by our proposal \_\_\_\_\_ dated \_\_\_\_\_.

2. I hereby certify that I am duly authorized representative of the supplier whose name appears above my signature.

(a) Bidder's name :

(b) Authorised representative's Signature :

(c) Authorised representative's Name :

(d) Manufacturer's Intent: The manufacturer hereby agrees fully to comply with the requirements and intent of this specification for the price indicated.

Authorised representative's Signature: \_\_\_\_\_