#### REQUEST FOR PROPOSAL (RFP)

### (ARMY INSTITUTE OF TECHNOLOGY (AIT), PUNE)

## Invitation of Bids for Provision of Resurfacing of Internal Roads in AIT

# Request for Proposal (RFP) No 143/2022 dated Jan 2023

- Bids in sealed cover are invited for supply of items listed in Part III of this RFP. Please superscribe the above mentioned Title, RFP number of the Bids on the sealed cover to avoid the Bid being declared invalid.
- 2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -

(a) Bids/queries to be addressed to

: Project Office, Army Institute of Technology, Dighi, Alandi Road Pune - 411015.

(b) Postal address for sending the Bids

Project Office, Army Institute of Technology, Dighi, Alandi Road Pune - 411015.

(c) Name/designation of the contact personnel

Prof Rushikesh H Patil (Project Officer)

(d) Telephone numbers of the contact personnel

: 7249250184/185 Extn 2106

(e) e-mail id of contact personnel project@aitpune.edu.in

- 3. This RFP is divided into five Parts as follows:
  - (a) Part I Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - (b) Part II Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) Part III Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder
  - (d) Part IV Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
  - (e) Part V Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

### PART I - GENERAL INSTRUCTION

- 5. Last date and time for depositing the Bids: Last date and time for depositing the Bids is Feb 2023. The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 6. <u>Manner of depositing the Bids:</u> Sealed Bids should be either dropped in the Tender Box marked as TENDER BOX or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
- 7. <u>Time and date for opening of Bids:</u> 10 am on <u>8</u> Feb 2023. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by AIT.
- 8. <u>Location of the Tender Box</u>: Tender Box is placed at Reception Counter of AIT. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- 9. <u>Place of opening of the Bids:</u> Old Conference Hall, AIT. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
- 10. <u>Two-Bid system:</u> Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
- 11. <u>Forwarding of Bids</u> Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like PAN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- 12. <u>Pre-Bid Meeting</u> Pre Bid meeting will be scheduled if necessary. Date and time of Pre-Bid Meeting will be intimated by the Buyer on mail or telephone/contact no provided by bidder.
- 13. <u>Modification and Withdrawal of Bids</u>: 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 but 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 period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

- 14. <u>Clarification regarding contents of the Bids</u>: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 15. <u>Rejection of Bids:</u> Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 16. <u>Unwillingness to quote:</u> Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- 17. <u>Validity of Bids:</u> The Bids should remain valid till three months from the last date of submission of the Bids.
- 18. <u>Tender Fee:</u> Bidders are required to submit Tender Fee for amount of Cost of Tender 200/- along with their bids. The Tender Fee may be submitted in the form of an Account Payee Demand Draft in favour of Army Institute of Technology.
- 19. <u>Earnest Money Deposit:</u>— Bidders are required to submit Rs 40,000/- (Forty Thousands only) as Earnest Money Deposit (EMD) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft in favor of Army Institute of Technology. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. EMD is exempted for firms having MSME, Udyam Adhar or any equivalent Govt Certificate.

# Part II - Essential Details of Items/Services required

20. Schedule of Requirements - List of items / services required is as follows: -

# 'RESURFACING OF INTERNAL ROADS'

# 21. Technical Details:

S.No	Details	Qty	Unit	Compliance (Yes/No)	Remarks
(a)	M&L for preparing back top surfaces by brushing with wire brushes or removing caked mud etc sweeping with brooms and finally fanning the cleaned surfaces with air compressor to remove all loose dust & dirt etc. including draining off water if any from pot holes complete all as specified and directed	387.00	Ten Square metre		
(b)	M&L for premixed bituminous macadam using paving bitumen (VG-30 grade) @ 4% by weight of total mix using 6 to 20 mm graded crushed preheated stone aggregate, laid ,rolled and compacted with 8 to 10 tonne power roller to required gradient of camber consolidated thickness 50 mm or less complete all as specified and directed	6.00	CUM		
(c)	M&L for applying evenly a priming/tack coat with paving bitumen 10kg/10 sqm with mechanical sprayer on black to surfaces, complete all as specified and directed.	12.00	Ten Square metre		
(d)	M&L for applying evenly a priming/tack coat with paving bitumen(VG-10 grade) @ 5kg/ 10 Sqm with mechanical sprayer on black top surfaces, complete all as specified and directed.	387.00	Ten Square metre		
(e)	M&L for repair to pot holes, any depth and area not exceeding 1.0 sqm each including sweeping free from dust and mud or waterscoring sunken surfaces of road, cutting around edges to at least 25mm in depth, making good by applying paving bitumen(VG-10) @ 5 kg per ten sqm putting in premixed bituminous macadam well rammed and sealed with binder 9.8kg/10 sqm blinded with 0.09 Cum of stone chipping 6.3mm size and again well rammed/rolled to uniform smooth surface complete all as specified and directed.	17.00	Ten Square metre		
(f)	M&L for premixed semi dense asphaltic concrete 30mm thick consolidated thickness, using combined graded aggregate i.e crushed stone coarse aggregate fine aggregate(Sand)& filler(inherent filler/ OPC 43 grade) of physical properties as specified(refer SSR Part-I 0f 2009)pre-heated mixed with5.5% binder content by weight of total mix using VG-30 grade bitumen laid with mechanical paver, rolled & compacted to a uniform smooth surface with 8 to 10 tonne power road roller complete all as specified and directed	387.00	Ten square metre		

(g)	down by IRC & most (ministry of surface transport) specifications 2001( 4 <sup>th</sup> revision) making lines broken lines/dashes arrows etc. on Roads and other like surfaces exceeding 10 cm but not exceeding 20cm in width or girth complete all as specified and directed.	77.00	Sqm	
(h)	S&F bi-directional reflective type road stud (cat eyes) with 6 LEDs, colour as approved by project officer, made of plastic body moulded from Hips (Hi-impact polystrene) or ABS plastic conforming to ASTMD type 4280 type Hand complying to specifications of category A and reflective panels consisting of number of lenses containing single or dual prismatic cubes capable of providing total internal reflection of light entering the lens face with height not exceeding 20mm and length and width 100mm (not exceeding surface shall be 130mm) and the area of each retro reflecting surface shall be 13 sqm on each face and shall preferably be 35+_5 degree slope to base to face fixed as per manufacture's instruction, complete all as specified and directed Make:-3m/TATA BP Solar/SA Traffic safty Kolkota/Bons loght Pvt Ltd, Ahmedabad/Asian control Mumbai	27.00	Each	
(j)	S&F delinator DA-952 Gp of size 700x50 mm ABS round body fitted with 100mm dia highly reflective W stabilised in colour as approved by project officer mounted on MS pipe 50mmdia provided with anti rust & anti theft arrangement including PCC foundation of size 150x150x300mm with PCC 1:3:6 type C1 including necessary earthwork excavation in any soil, removed and disposal of spoil complete all as specified and directed by project officer.	ry 06	Each	

NB : Please visit the actual site before submitting quotations.

22. <u>Two-Bid System</u> - Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid -

Para of RFP specifications item-wise	of item	RFP specification	In case of noncompliance deviation from RFP to be specified in unambiguous terms
21		The section of the se	THE STATE OF THE S

23. Period of Completion of work – Supply of material & Period of Completion would be within four weeks from the effective date of delivery. Please note that Contract can be cancelled unilaterally by the Buyer in case work is not completed within the contracted completion period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

#### 24. Consignee Details.

Project Office Army Institute of Technology, Dighi, Alandi Road Pune – 411 015

Tele: 7249250184 / 185 Extn 2106

Email: project@aitpune.edu.in
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### Part III - Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the

- (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
- 25. <u>Law:</u> The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 26. <u>Effective Date of the Contract:</u> The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and

supplies and performance of the services shall commence from the effective date of the contract.

- 27. <u>Arbitration:</u> All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. In all these matters the decision of the Director, AIT shall be final and binding.
- 28. <u>Non-disclosure of Contract documents:</u> 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.
- 29. <u>Liquidated Damages</u>: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, complete the work, supply the stores/goods and conduct trials etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 1% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
- 30. <u>Termination of Contract</u>: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
  - (a) The work is delayed for causes not attributable to Force Majeure for more than 12 weeks after the scheduled date of completion.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) The work is delayed due to causes of Force Majeure by more than 15 Weeks provided Force Majeure clause is included in contract.
  - (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/ company etc.
  - (e) As per decision of the Arbitration Tribunal.
- 31. <u>Transfer and Sub-letting</u>: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 32. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
- 33. <u>Amendments:</u> No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

#### 34. Taxes and Duties

- (i) If Bidder desires to ask for excise duty or GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- (ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.
- (iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- (iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- (v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

#### Part IV - Special Conditions of RFP

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

35. Performance Guarantee: - The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.

- 36. Payment Terms for Contractor -
  - (a) 50% payment will be released after mobilisation of stores and completion of 50% work.
  - (b) 50% on completion of work and on recommendation of a Board of Officers detailed to check the work by AIT.

#### 37. Risk & Expense clause -

- (a) Should the work done within the time or times specified in the contract documents, or if the work is inferior quality, thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) Should the work thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
  - (i) Such default.
  - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract."

#### 38. Force Majeure clause.

- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

#### 39. Specification.

The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 10 working days of affecting such upgradation/alterations.

#### 40. Quality.

The quality of stores according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

#### 41. Quality Assurance.

Seller would provide the Standard Acceptance Test Procedure (ATP) within 1 month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

#### 42. Inspection Authority.

The Inspection will be carried out by Board of Officers appointed by Buyer.

#### 43. Franking clause.

The following Franking clause will form part of the contract placed on successful Bidder -

- (a) Franking Clause in the case of Acceptance of Goods "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) Franking Clause in the case of Rejection of Goods "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."

#### 44. Warranty/ Defect Liability Period -

- (a) The contractor has to ensure initiation for rectification in a reasonable period within three days of the defect being intimated. Defect to be completed in a reasonable period as per the Engineering practice. The Customer may invoke the bank guarantee in case contractor fails to ensure rectification of defects within the reasonable period of the defect being intimated.
- (b) In order to ensure the quality during this period, contractor shall provide maintenance support the following:
  - i. Contractor will ensure that the quality will continue exactly the same manner as at the time of acceptance.
  - ii. Contractor will carry out preventive maintenance once in every 3 months during warranty period.
- 45. <u>Support beyond Warranty/ Defect Liability Period</u>. In order to ensure the quality during the life time contractor shall guarantee to provide support for this entire duration.
- 46. <u>Conditions during Warranty/ Defect Liability Period</u>. The contractor should fulfil the following conditions during the warranty:-
  - (a) Any complaint regarding work thereof should be rectified reasonable period as per the Engineering practice.
  - (b) If the correction process delayed beyond the reasonable period, penalty at the rate of Rs 500/- (Rs Five hundred only) per day will be charged or recovered out of the Bank Guarantee held towards the warranty. In case of any major damage for more than the reasonable period, Customer has the option to get it repaired from any suitable agency at the risk and cost to be borne by the contractor, which will be deducted from the Bank Guarantee due to contractor.

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### Part V - Evaluation Criteria & Price Bid issues

- 47. Evaluation Criteria The broad guidelines for evaluation of Bids will be as follows:
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
  - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
  - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
    - i. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
    - ii. In cases where both foreign and indigenous Bidders are competing, following criteria would be followed
      - (aa) The Bidders are required to spell out the rates of GST in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST is intended as extra, over the guoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of GST upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST it should be brought out clearly.
      - (ab) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
      - (ac) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it

is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(ad) Any other criteria as applicable to suit a particular case.

- 48. Price Bid Format: The Price Bid Format is given below and Bidders are required to fill this up correctly with full details, as required under part II of RFP.
  - (a) Basic cost of the item/items:

Sr No	Item	Quantity	Unit Price	Total
1	Resufacing of Internal Roads	As per Part –II of this tender document		
		Total of Basi	c Cost	
Total	of Basic Cost (Amt in Words)			

(	b)	Any	other	item
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- Rs - /-

#### (c) Grand Total of above

(d) GST Amount (If applicable)

- Rs - /-

Grand Total of above (In words) -to Glory

Note – Determination of L1 contractor will be done based on Grand total of Basic Price [(a) to (c)] (not including GST).

AIT/0810/143/2022-23/Proj

Dated: Jan 2023

(MK Prasad)

Col

Jt Director