

# **REQUEST FOR PROPOSAL FOR THE SUPPLY OF MINI LOADER**



**ISSUED BY THE**  
**KANPUR SMART CITY**  
**LIMITED** Kanpur Nagar Nigam,  
Motijheel Kanpur – 208002  
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**KANPUR SMART CITY LIMITED**

**NATIONAL COMPETITIVE BID (e-PROCUREMENT)**

**Name of Work:** Supply of 6 nos. of Mini Loader.

<b>Sl. No.</b>	<b>Name of the work</b>	<b>Bid Security/EMD (in Rs.)</b>	<b>Cost of bid documents (in Rs.)</b>
<b>1</b>	<b>Supply of 6 nos. of Mini Loader</b>	<b>5.40 Lakhs</b>	<b>10,000.00</b>

<b>Events</b>	<b>Date</b>
Date of Issue/Downloading of RfP	23/07/2018
Last Date of Receiving of queries	01/08/2018 till 2:00 PM
Last Date for submission of the RfP (Online)	22/08/2018 at 4:00 PM
Last Date for submission of the RfP (Hard Copy)	24/08/2018 at 3:00 PM
Pre-bid Meeting	01/08/2018 till 4:00 PM
Date of opening of Technical Bids and Venue	24/08/2018 at 4:00 PM at Conference Hall, Nagar Nigam Mukhyalaya, Moti Jheel, Kanpur - 208002
Address for communication	Chief Executive Officer, KSCL, Nagar Nigam Mukhyalaya, Moti Jheel, Kanpur - 208002

## SECTION – I

### INVITATION FOR BID

The Chief Executive Officer, KSCL, Kanpur invites sealed Competitive Bids in 2 cover system (Techno Commercial & Price bids) for the purchase of goods/machinery/equipment as detailed in the table.

Table 1

Sl. No.	Details	Eligibility
1	<b>Supply of 6 nos. of Mini Loaders</b>	<b>Manufacturers</b>

Table 2

#### **Instructions for Online Bid Submission**

- 1) Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e Procurement at [www.tenderwizard.com/EUP](http://www.tenderwizard.com/EUP)
- 2) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- 3) Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
- 4) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 5) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
- 6) The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
- 7) Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
- 8) After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- 9) Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting, if any. Bidder should take into account the corrigendum, if any published before submitting the bids online.

- 10) Bidder may log in to the site through the secured login by the user id/password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
- 11) Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder.
- 12) From my tender folder, he may select the tender to view all the details uploaded there.
- 13) It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
- 14) Bidder should get ready the bid documents to be submitted as indicated in the tender document/schedule in advance and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same, if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. The very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have duly read, understood and agreed with all clauses of the bid document including General Conditions of Contract (GCC) without any exception.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-

bid/BOQ template shall not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

- 23) The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority well before the bid submission due date and time (as per Server System Clock). The Authority shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
- 24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- 25) The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Also, for any further queries, the bidders are advised to send a mail to – [ksclkanpur@gmail.com](mailto:ksclkanpur@gmail.com)

## SECTION II

### INSTRUCTIONS TO BIDDERS (ITB)

#### **A. General**

##### **1.1. Scope of Bid**

1.1.1 **Supply of 6 nos. of Mini Loaders as per the specifications.** The supplier should ensure uninterrupted, trouble-free maintenance (if required) of the Make & Model, quoted in the tender document. They should also ensure availability of quality spares and prompt service throughout the period of comprehensive maintenance contract period of Mini Loader.

1.1.2 The successful Bidder will be expected to complete the Contract within the period stipulated in the Contract Data.

1.1.3 Scope of Supply:

(i) Supply of Mini Loaders as per the specifications.

##### **2.2. Eligible Bidders:**

2.2.1 A Bidder shall be any Person, Company, Corporate body, Association, Body of individuals, Group of persons, Limited company, Firm, Organization either single or joint venture from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India.

2.2.2. In the case of Joint venture/Consortium/Group bidding:

2.2.2.1. There shall be a Lead Bidder. A Lead Bidder shall submit only one bid for the Contract. He shall not be a member in any other Consortium or joint venture for the same Contract. There shall be a joint venture or consortium or group agreement executed between the parties exclusively for the project and which shall be legally enforceable by way of attesting by a notary. This agreement shall be submitted along with the Bid.

2.2.2.2 All partners shall be jointly and severally liable for carrying out the supply under the contract.

2.2.2.3 The Lead Bidder shall be designated in the Joint venture/Consortium/Group agreement to be submitted along with the Bid. The Lead Bidder shall have the authority to conduct all business for and to act on behalf of any and all partners of the Joint venture/ Consortium/ Group, during the bidding process and in the event the contract is awarded.

2.2.2.4 The Lead Bidder shall be responsible for the submission of Bid and complete information required as per the described format, pertaining to each firm in the Joint venture/Consortium/Group and completion of contract documents and to furnish evidences admissible as per law. The Lead Bidder shall clearly identify the responsibility of other members of Joint Venture/Consortium/Group.

2.2.2.5 The Bid documents can be purchased by any one of the prospective members of a Consortium/ Joint venture/Group but shall be signed by the Lead Bidder as specified in the Joint venture/Consortium/Group agreement which also forms the part of the Bid document.

2.2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practice.

2.2.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:-

- (a) they or their sister concern have controlling shareholders in common;
- (b) they or their sister concern receive or have received any direct or indirect subsidy from any of them;
- (c) they or their sister concern have the same legal representative for purposes of this bid;
- (d) they or their sister concern have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process;
- (e) A Bidder or their sister concern participates in more than one bid for the same package in this bidding process. Participation by a Bidder in more than one Bid for the same package will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid;
- (f) A Bidder or their sister concern participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

2.2.5 The Bidder shall be the manufacturer of Mini Loader equipment for more than 5 years and should show proof for the same.

2.2.6 The Bidder shall have achieved total turnover of not less than Rs. 2.00 Crores every year during last 3 years. The certificate to that effect duly certified by Chartered Accountant shall be attached.

2.2.7 The Bidder should attach proof for having sold not less than 100 nos. of the model of Mini Loader equipment that is to be quoted in the last 3 years.

2.2.8 At least 25 nos. of Mini Loader equipment manufactured by the Bidder or their principal/collaborator as on date. The performance certificate for Mini Loader equipment as well as for the after sales service to that effect (for 25 nos) from the clients shall be attached along with the tender.

2.2.9 The Bidder should produce solvency certificate from a Nationalised/Scheduled Bank. Bank guarantee can be accepted.

2.2.10 The Bidder or their local representative shall have their own workshops to accommodate at least three vehicles at a time in and around Kanpur or enter into MOU with local workshop which is capable of accommodating 3 large vehicles at a time, within 30 days from the date of issue of order. An undertaking to this effect should be submitted.

2.2.11 Bidder should submit the list of major components and assemblies which will be indigenously manufactured and the list of major components and assemblies which will be imported.

2.2.12 The Bidder will be called upon for giving presentation on after sales service issues. Points will be given based on existing facilities for service back up and also for plan of action for after sales service.

### **2.3. Qualification of the Bidder**

2.3.1 All Bidders shall provide a preliminary description of the proposed procurement method and schedule, as necessary.

2.3.2 All Bidders shall include the following information and documents with their bids in the

prescribed format as stated in the Bid Data sheet:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of business for each of the last three years;
- (c) Experience in the Contract of similar nature and size for each for the last three years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

2.3.3 Bids submitted by a Joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bid Data Sheet:

- (a) The Bid shall include all the information listed in Sub-Clause 2.3.2 above for each Joint venture partner;
- (b) If the Bidder is a Joint venture undertaking/Consortium/Group, all the parties need no sign the bid document provided that a Joint venture/Consortium/Group agreement and Power of attorney for the person to sign is submitted along with the Bid. The date of signature shall be provided wherever stated.
- (c) The Bid by a partnership firm shall contain the full names and addresses of all partners. It shall be signed in the name of the partnership firm by one of the members of the partnership authorized for the purpose or by an authorized representative followed by the name and designation of the person signing.
- (d) Copy of the constitution of firm/partnership with the name of partners duly attested by a Notary public and the instrument authorizing the persons to sign on behalf of the firm shall be furnished.
- (e) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

2.3.4 The Bidders shall furnish the qualification information in the format given in **Section VI**, unless otherwise specified in the bid Data Sheet.

2.3.5 The Bidder shall attach copy of agreement signed between the local service provider, if any (for maintenance contract), clearly spelling out details of salient features of the agreement between both of them. On being awarded the contract the outsourcing agency should also enter written commitment to KSCL to faithfully honour the maintenance contract abiding by all the Terms & Conditions specified in the A M contract. Failure in performance of the contract in part or wholly, either by the Bidder or by the service provider shall result in forfeiture of all payments due, including the Security Deposit and also resulting in blacklisting both the tender as well as the service provider.

**2.4.** Each Bidder shall submit only one Bid, either individually or as a partner in a Joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**2.5. Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

**2.6.** In any case any Bidder ask for a clarification to the Bid documents before 48 hours of the opening



of the Bid, the Bid inviting authority shall ensure that a reply is sent and copies of the reply to the clarifications sought will be communicated to all those who have purchased the Bid documents without identifying the source of query.

**2.7. Amendment of Bidding Documents:** At any time after the issue of the Bid documents and before the opening of the Bid, the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and shall send intimation of such change to all those who have purchased the original Bid documents or shall be uploaded in the net. Prospective bidders shall promptly acknowledge the receipt thereof by telex, cable or fax to the Bidding authority. The Bid shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid.

## **B. Preparation of Bids**

### **2.8. Language of Bid**

2.8.1 All documents relating to the Bid shall be in English.

2.8.2 Where such documents are in other languages (copies of Invoice/performance certificates), it is the responsibility of the bidder to attach attested translated versions in English along with the copies of such documents. The attestation should be done by an officer not below the rank of General Manager of the bidder's organization or any notary public. The authenticity and genuineness shall be the responsibility of the bidder. If in future, it is proved that such documents are found to be non-genuine, or fraudulent, then Authority shall resort to cancellation of the contract; with hold any payments including security deposit and also take legal action besides blacklisting the bidder. *This is applicable to all facts, figures, relevant documents submitted by the bidder relevant to this tender.*

### **2.9. Documents Comprising the Bid**

2.9.1 The Technical Bid (Cover-A) submitted by the Bidder shall comprise the following:

- a) The Bid
- b) Bid Security (Earnest Money) and document fee.
- c) Registration Certificate of the Company;
- d) Latest Bank solvency certificate.
- e) Latest registered partnership deed, in case of partnership firm.
- f) Details of manufacturer's country of origin.
- g) Manufacturers or their authorised dealers' documentary evidence for establishing the Supply of minimum 100 nos. of Mini Loader equipment during last 3 years.
- h) The documentary evidence, preferably photographs, from the manufacturer of Mini Loader equipment giving back up service to the Bidder if the Bidder is fulfilled by the collaborator to manufacturer.
- i) The documentary evidence showing that the Bidder has got workshop along with MOU with local workshop.
- j) Copy of PAN card.
- k) A Copy of the MOU to be attached that the Bidder has entered into any 3rd party for executing including undertaking to supply his spares.
- l) The original notarised agreement between the manufacturer and their principal/collaborator duly signed by both the firms confirming the collaboration for design, manufacture and

supervision of Mini Loader units as required under technical specifications.

m) The original letter from the Bidder or their principal/collaborator giving information that the Mini Loader equipment will be produced under their technical guidance and direct supervision, if fabricated totally.

n) An undertaking from the manufacturer to supply all the spares required for the equipments for next 10 years.

o) All the literature & drawing in support of the product.

p) Performance certificates for 25 nos of Mini Loader equipment from the clients.

q) Income Tax clearance certificate for the current year obtained from appropriate authority.

r) Layout dimensional drawings, literature and brand name, ISO Certification number (if available)

s) Certificate for having achieved Turn-over of not less than 2.00 Crores every year during last 3 years.

2.9.2 The Financial Bid (Cover-B) submitted by the Bidder shall contain the schedule of rates and quantities duly filled. Financial Bid should be submitted online only. No hard copy should be submitted for the Financial Bid.

1. The price of the goods shall be quoted as per specific format of KSCL.

2. The rates of taxes, duties & custom duties applicable on the day of opening **including Entry tax** shall be clearly included in the offer

3. Prices quoted shall be fixed and cannot vary during the term.

4. Charges for transportation, insurance and other incidental expenses for delivery of the equipment shall be included in the cost.

5. The prices, cost stated in the tender shall be in Indian Currency only.

## 2.10. Bid Prices

2.10.1 The Contract shall be for the supply of goods/machineries/equipments etc. based on the priced Bill of Quantities submitted by the Bidder.

2.10.2 All duties, taxes, **Entry tax** and other levies and excluding GST payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.

2.10.3 If the contractor offers discount/rebate in a particular item, his bid price will be after deducting the discount from the original quoted price. If the contractor offers discount/rebate in the total value of work, his bid price will be same as original quoted rate, after calculating the total amount the discount/rebate amount is to be deducted.

## 2.11. Bid Security

2.11.1 The Bidder shall furnish, as part of the Bid, a Bid Security for an amount of 10% of the Contract Value. Bids not accompanied by the Bid security will be rejected. This bid security shall be in favour of The Chief Executive Officer, Kanpur Smart City Limited and may be in one of the following form:

a) Bank Guarantee from any nationalized/scheduled Indian bank, in the format given in Volume III.

b) Fixed Deposit Receipt/Term Deposit Receipt issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

c) Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

d) Any bid not accompanied by an acceptable Bid Security and not secured as indicated above shall be rejected by the Employer as **non-responsive**.

2.11.2 The bid securities of unsuccessful bidders will be returned within 45 days of the end of the bid validity period specified in sub Clause 2.11.1.e or after the signing of the contractual agreement with the successful bidder whichever is earlier.

The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required **Performance Security**.

2.11.3 The Bid Security shall be forfeited

- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 2.17; or
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. sign the Agreement; or
  - ii. furnish the required Performance Security.

2.12.1 The original and all copies of the Bid shall be typed or written in ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub Clauses 2.3.2(a) or 2.3.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.

2.12.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

**2.13 Alternative Proposals by Bidders:** Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including time for completion), basic technical specification, drawings and methodologies. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

#### **2.14. Format and Signing of Bid**

**2.14.1** The Bidder shall prepare one original and one copy of the documents comprising the bid as described in these *Instructions to Bidders*, bound with the volume containing the ‘Technical Bid’ and ‘Financial Bid’ in separate parts and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

**2.14.2** The original and copy of the Bid shall be typed or written in indelible ink and each page shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

**2.14.3** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

#### **2.15 Submission of Bids**

##### **2.15.1 Sealing and Marking of Bids**

**2.15.1.1**The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked ‘Original’ and ‘Copy’ shall contain within it two separate sealed envelopes marked as ‘Technical Bid’ and ‘Financial Bid’ with additional markings as follows –

- Original or Copy, as the case may be
- Technical Bid: To be opened on 24/08/2018 at 4:00 PM (date of Technical Bid opening)
- Financial Bid: will be intimated later on.

The contents of Technical and Financial Bids will be as specified in clauses above.

- 2.15.1.2** The inner, outer and separate envelopes containing Technical and Financial Bids shall –
- (a) be addressed to the Employer at the address given in Appendix
  - (b) bear the identification as indicated in Appendix

**2.15.1.3** In addition to the identification required in Sub-Clause 2.15, 1.1 and 2.15.1.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 2.17, or the Evaluation Committee declares as non-responsive pursuant to Clause 3.

**2.15.1.4** If the outer envelope is not sealed and marked as above, the Employer will not take any responsibility for the misplacement or premature opening of the bid.

## **2.16 Deadline for Submission of the Bids**

**2.16.1** Complete Bids (including Technical and Financial) must be submitted by the bidder at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids is declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.

**2.16.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 2.7, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**2.17. Late Bids:** Any Bid received late by the Employer after the deadline prescribed in Clause 2.16 will be returned unopened to the bidder.

## **2.18 Modifications and Withdrawal of Bids**

**2.18.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 2.16 or pursuant to Clause 3.

**2.18.2** Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance to Clause 2.14 & 2.15, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

**2.18.3** No bid may be modified after the Deadline for submission of bids except in pursuance of Clause 3.

**2.18.4** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of Bid Security pursuant to Clause 2.11.3.

## **E. BID OPENING AND EVALUATION**

### **3. Bid Opening**

**3.1** The Employer will open all the Bids received (except those received late), including

modification made pursuant to Clause 2.17, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in IFB in the manner specified in Clause 2.16 and 3.3. In the event of specified date of Bid opening being declared a holiday on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue.

**3.2** Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 2.18 shall not be opened.

**3.3** Bid opening shall be carried out in two stages. Firstly, the envelopes containing “Technical Bid” shall be opened. The amount, form, and validity of the Bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.

“Financial Bids” of those bidders whose technical bids have been determined to be responsive and on evaluation fulfills the qualification criteria shall be opened on a subsequent date, which will be notified to such bidders.

**3.4** The minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 3, shall be prepared.

**3.5** After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 2.9, thereafter on fulfilling the criteria laid down in 6.2, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

**3.6** The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.

**3.7** If, as a consequence of the modification carried out by the bidder, in response to sub-clause 2.18, the bidders desire to modify their financial bid; they will submit the modification in separate sealed envelope so as to reach the Employer’s address (refer sub-clause 2.15.1.2) before the opening of the Financial bid as intimated in the clarification letter (refer sub-clause 3.4). The envelope shall have clear marking “MODIFICATION TO FINANCIAL BID-Not to be opened except with the approval of the Evaluation Committee”

**3.8** At the time of opening of “Financial Bid”, the name of the bidders will be announced. The bids of only qualified bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders Names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such others details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any bid price or discounts, which is not read out recorded will not be taken into account in Bid Evaluation.

**3.9** The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 3.6.

**4. Process to Be Confidential:** Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer’s processing of Bids or award decisions may result in the rejection of his Bid.

## **5. Clarification of Financial Bids**

**5.1** To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion asks any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 7.

**5.2** Subject to sub-clause 5.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

**5.3** Any effort by the Bidder to influence the owner's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

## **6. Examination of Bids and Determination of Responsiveness**

**6.1** During the detailed evaluation of “**Technical Bids**”, the Employer will determine whether each bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by required securities and (d) is substantially responsive to the requirements of the ‘Bidding Documents’. During the detailed evaluation of the “**Financial Bid**”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. priced bid, technical specifications, and drawings.

**6.2** A substantially responsive “Financial Bid” is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviations or reservation. A material deviations or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Bids.

**6.3** If a ‘Financial Bid’ is not substantially responsive, it will be rejected by the Employer, and shall not subsequently be made responsive by correction or withdrawal of non- conforming deviation or reservation.

## **7. Correction of Errors**

7.1 “Financial Bids”, determined to be substantially responsive will be checked by the Employer as follows:

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

7.2 The amount stated in the “Financial Bid” will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

- a) If the Bid prices increases as a result of this correction, the amount as stated in the bid will be the ‘bid price’ and the increase will be treated as rebate;

- b) If the Bid price decreases as a result of this correction, the decreased amount as stated in the bid will be the 'bid price'.

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 2.11.3).

## **8. Notification of Award and Signing of Agreement**

8.1 The bidder quoting the lowest cost will be declared the successful bidder. The Bidders whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Condition of Contract called the "Letter of Intent") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

8.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 9.

8.3 The Agreement will incorporate all arrangements between the Employer and the successful Bidder. Within 10 days following the notification of award along with the Letter of Acceptance the successful bidder will come to the office of the employer and sign the contract agreement. In case, the bidder fails to respond the letter of acceptance during the stipulated time and deposit the requisite performance security, the second lowest bidder will be given the notification of award cancelling the notification to the 1<sup>st</sup> successful bidder. This process will continue till the contract agreement for the work is finally signed. The bid securities of all the bidders who fail to respond the Letter of Acceptance served will be forfeited.

8.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

## **9. Performance Security (Security Deposit)**

9.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 10% of the Contract price.

- A bank guarantee in the form given in section 8; or
- Fixed Deposit Receipt/Term Deposit Receipt from any Nationalized/Scheduled bank, pledged in favour of the Authority payable at Kanpur.

9.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a **Nationalized/Scheduled Indian bank** and acceptable to the Employer.

9.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 9.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

## **10. Corrupt or Fraudulent Practices**

The bidder shall observe highest standard of ethics during bidding process and execution of the project.

10.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

10.2 'Fraudulent practice' means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to the Employer and includes collusive practice

among the bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition.

10.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

10.4 Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of Authority, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with mala fide action with the only intention of bagging the order at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the Authority or any of its official are in no way responsible for any subsequent loss/damage arising out of such mala fide action. The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions.

## **11. Evaluation of bid**

The bid shall be evaluated on the total cost of the following:

11.1 As in schedule of the price bid (cover-B), while evaluating the total cost, the taxes, the custom duties applicable on the day of quotations shall be taken into consideration. Subsequently, deductions or additions of the taxes will not affect the ranking of the tenders. However, any or all mandatory taxes, levies, duties etc., increase may be considered on submission of proof of the same.

11.2 The bid shall be evaluated on the price quoted.

## **12. Rejection of bid**

- a) The tender will be rejected outright if the bidder a) EMD is not attached.
- b) Stipulates the validity period less than what is stated in the form of tender
- c) Does not disclose the full names and address of all his partners in the case of all partnership concern.
- d) Does not fill in and sign the Tender Form Specification of the articles and works as well as Bill of Quantities and Rates completely.
- e) Does not submit the Tender in sealed envelope.
- f) Does not submit the Original Tender Form duly signed and stamped.
- g) Submit the tender without stating the rates either in figures or in words.
- h) Does not submit the annexure duly signed and stamped.
- i) Submit the tender without latest solvency certificate.
- j) Does not submit a valid original "Notarized" agreement between them and the principal/collaborators giving back up guarantee for design, manufacture and supervision of Mini Loader equipment as required under technical supervision.
- k) Does not submit an original letter from the principal/collaborator stating that locally manufactured Mini Loader in India will be fabricated under the technical guidance and direct supervision of principal/collaborator and will be certified by them.
- l) The bidder should submit copies of PAN documents failing which 'The tender shall be rejected outright'.
- m) Does not submit the tender with manufacturer documentary evidence of supplying 100 nos. of Mini Loader equipment in India in the last 3 years.
- n) Does not submit details of local agent, his workshop, skilled workers, and supervisory staff working with him.
- o) Does not submit manufacturer's original undertaking towards guarantee for spares and services for 10 years.
- p) Does not quote for all the items slated in the schedule of quantities.
- q) Does not submit the certificate from the concerned authorities regarding 25 nos. of Mini Loader



in operation as on current year of issuing tender.

- r) Does not submit the certificate from Chartered Accountants for having achieved turnover of Rs. 100 Crores during the last 3 years.
- s) Does not quote for only one make and only model.

**SECTION III**  
**Conditions of Contract- General Conditions**

**13.1 Scope of Procurement**

13.1.1 The quantity of procurement as provided in the tender documents is of indicative nature. The actual quantity will be as drawn by the KSCL.

13.1.2 The Employer also reserves the right to short close the order at any time during the currency of the contract / validity of the Purchase order before drawing the full quantity.

**13.2 Packing**

13.2.1 The vehicles should be delivered at specified offices in perfect condition and no damage or repair in transit shall be accepted. Necessary packing, if any, shall be provided by the supplier / bidder on his own cost.

13.2.2 In case the supply is to be made in bulk, the successful bidder will be required to ensure that the Bulk tank lorry through which the material is supplied is well equipped to facilitate smooth unloading at our locations.

13.2.3 In case the supplies are to be made in packed form, the details required in Special Conditions need to be furnished on the containers.

**13.3 Price**

13.3.1 The rate/price offered by the bidder should be open for acceptance for a minimum period as mentioned in Section V - Contract data, from the date of opening of the tender. No upward revision in the price will be allowed during the above period and after communication of the acceptance of the tender during the validity period.

13.3.2 The bidders are requested to quote the Unit rate and taxes, if applicable, in Format given in Section VII – Price Bid. They should also specifically include Excise Duty, Education Cess, Sales Tax, Entry tax, Octroi and any other levies, including specified by Government of Uttar Pradesh.

13.3.3 The price should be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the order. However, any increase/decrease in statutory levies on finished materials during the scheduled delivery period will be on Employer's account on production of documentary evidence.

13.3.4 All the rates given in the tender schedule should be expressed both in words and/or in figures and where there is difference between the two, the lower rate will be taken into consideration.

13.3.5 The bidders should indicate their price inclusive of packing, handling cost, loading, Transporting and unloading at Employer's location

13.3.6 The rate quoted should include Entry Tax, if any. There will be no liability on the part of KSCL in any event of demand for Entry Tax during or after supply. It is the sole responsibility of the bidder to ensure that Entry Tax, if needed shall be paid by them. The quote should include all Taxes, Levies specified by Government of Uttar Pradesh.

**13.4 Quality of the Product**

13.4.1 The product supplied should fully conform to the purchase specification agreed while participating in the tender. Such conformity of the material to the specifications shall be determined by testing the

product/material as specified in the Special Conditions. The Test Report issued by the Employer alone will be considered as final and binding on the bidder.

13.4.2 The bidder shall be responsible for the quality of the material delivered until the same is tested and accepted by the Employer.

13.4.3 In the event the material delivered against the tender is found to be not in accordance with the specifications, the entire quantity/consignment will be rejected and the bidder will be responsible for replacement of the rejected material free of cost and/or reimbursing the Employer for resultant losses sustained on this account. Such materials will be lying at the Employer's site/location at the risk and cost of the supplier for a period not exceeding 15 days.

13.4.4 The bidder will be obliged to collect the rejected material from the Employer's premises/locations at his own cost, within 15 days of such notification to him in writing, failing which, the Authority will be free to dispose of such material as it deems fit without any obligation whatsoever to the bidder.

### **13.5 R.T.O. Requirements**

The Bidder has to take necessary care of insurance, registration and FC etc., of the vehicles before commissioning. The Bidder has to observe RTO restrictions regarding height, width, overhang of vehicles and emission norms and the Bidder shall make his own arrangement to get the vehicles registered permanently and getting F.C. from RTO Kanpur. The vehicles have to be registered at Kanpur, Uttar Pradesh.

### **13.6 Delivery**

**1.6.1** The delivery period indicated in the tender, or in our order, or separately in the form of a letter, from time to time, is to be strictly adhered to. In case of delay in supplying, the Employer reserves the right to ask for compensation for such late deliveries at its sole discretion. Such compensation will be payable on demand or shall be recovered from the EMD or Security Deposit or from any other payment due to the bidders from the Employer.

**13.6.2** The Employer at its sole discretion also reserves the right to purchase the goods from other sources at the cost and risk of the bidder in case of failure to effect supplies within the stipulated delivery period.

**13.6.3** No exemption under any circumstances shall be given for waiver of EMD or Security Deposit.

**13.6.4 Delivery period:** The shortest delivery period is the essence of this tender. The delivery period is **3 Months** from the receipt of this purchase order. Delivery of the equipment prior to registration shall be considered as delivery time. However, the equipment shall be registered within 10 days of delivery.

### **13.7 Consignee and Security of Material**

Security of all material in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism. The cost of providing such security shall be deemed included in the offer, whether or not explicitly mentioned so. In the event of any loss the contractor shall be responsible for the same. The contractor shall insure the materials. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser.

**13.8 Warranty:** The goods supplied should be covered under warranty for a period of not less than 12 months for Mini Loader, from the date of handing over /supply of vehicle whichever is earlier for manufacturing process or assembly or material defect on a combination of any or all of the above

### **13.09 Payment**

The following payments shall be released:-

- a) 90% payment of Mini Loader equipment cost after supply at KSCL specified locations and Permanent registration of vehicles in the name of Chief Executive Officer, KSCL, within 10 days of Registration.
- c) 10% payment of Mini Loader equipment cost at the end of 1st year subject to satisfactory performance of Mini Loader equipment.

### **13.10 Penalty**

Time is the essence of this contract. Hence, subject to Force Majeure, if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, the department shall deduct from the contract price a sum equivalent to 0.5% of the delayed goods for each week of delay up to maximum deduction of 10% of the delayed supply or services. Once the maximum is reached the department may consider termination of contract. Delivery of the Mini Loader equipment at KSCL specified locations construes delivery as specified in the document. A Further period of 10 days is permitted to carry out the necessary R.T.O formalities for Permanent Registration, F.C, etc.

### **13.11 Validity of Purchase Order**

**13.11.1** The validity of Purchase order is for 12 months.

**13.11.2.** Due to operational requirement in some of the procurements, the validity of Purchase order may be different than the above. However, such change shall be notified in **Form 'A'** of the tender document.

### **13.12 Force Majeure**

Delivery of material is subject to Force Majeure conditions as under, If at any time, during the currency of the contract, the performance in whole, or part by either party or any obligation under the contract shall be prevented or delayed by reasons of anyway, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God, provided notice of the happening of such events is given by either party to other, within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.

### **13.13. Termination**

**13.13.1 Termination on expiry of the Contract:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Employer has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

**13.13.2 Termination on account of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in clause 13.13

**13.13.3 Termination on account of insolvency:** In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Employer shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand

terminated forthwith.

**13.13.4 Termination breach of contract:** A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Employer's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.

**13.13.5 Termination for delay:** Successful Bidder shall be required to perform all activities/services as per this conditions and specifications. If the Successful Bidder fails to do so, the Contract may be terminated by the Employer by giving 30 days written notice unless the Employer has extended the period with levy of Liquidated Damages, as per Clause 1.11 of the tender. In the event of short supply or delay in supply, the balance goods to be supplied shall be procured from the available supplier and amount for the same will be recovered from the successful bidder besides stern action to be taken as per tender conditions

13.14.6 The employer may at any time terminate the Contract by giving 30 days notice without assigning any reason.

**13.13.7 Consequences of termination:** In all cases of termination herein set forth, the obligation of the Employer to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

**13.13.8** In case of termination of Contract herein set forth except under 13.14.1 and 13.14.2, the Contractor shall be put on holiday [i.e. neither any enquiry will be issued to the party by the Employer against any type of tender nor their offer will be considered by the Employer against any ongoing tender(s) where contract between the Employer and that particular Contractor (as a bidder) has not been finalized] for two years from the date of termination by the Employer to such Contractor.

#### **13.14 Disputes**

Any dispute arising out of this agreement or that which may arise in future, will be resolved by taking recourse to mutual settlement in the instance, failing which the dispute will be subject to Kanpur Jurisdiction only.

**13.15** Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of Authority, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with mala fide intention with the sole intention of bagging the order at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the Authority or any of its official are in no way responsible for any subsequent loss/damage arising out of such mala fide action. The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions

## SECTION IV

### **Conditions of Contract- Special Conditions**

#### **14.1 Product Acceptance Tests**

14.1.1 The supplied vehicle shall be subjected to rigorous field tests during operation and concerned field officers shall certify for the performance of the vehicles.

#### **14.2 Warranty Terms and Conditions**

14.2.1 The Contractor shall be solely responsible for the maintenance; repair of the whole system supplied and integrated and the Employer shall not be liable to interact with any of the partners/ collaborators or sub- contractors of the Contractor.

14.2.2 The Contractor shall have adequate Technical Support Centres' to meet the criteria for fault restoration/faulty unit repair times. The requirements for warranty shall be as per specifications. The Contractor shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical support Centres' at the time of signing the Contract.

14.2.3 The Contractor shall also provide the name of alternate contact person or Technical Support Centre with address & telephone /FAX no., which may be contacted by the Employer or its authorized agency staff for support in case of no response/poor response from the designated Technical support centre. This, however, shall not preclude the Employer from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.

14.2.4 Any change in Address, Phone number, FAX Number etc shall have to be intimated in writing by the Contractor to the concerned Engineer In-charge at the earliest, If the Engineer in-charge of the Employer is unable to report the faults to the normally assigned Technical support Centre due to the change of phone number etc. the fault will be reported (as per provision of above para's) and the Contractor shall be responsible for rendering all the maintenance support services to the affected station as per the terms and conditions of this agreement.

#### **14.3 Emission Norms**

The Mini Loader equipment should meet the requirement of prevalent Motor Vehicles Act with the emission norms prescribed by R.T.O Kanpur.

#### **14.4 Availability of spares**

The bidder shall state the details of availability of spares after completion of guarantee period and name of the authorised dealers etc., from where the genuine spare parts can be obtained.

#### **14.5 Inspection**

14.5.1 The Authority or its representative shall carry out inspection of the finished Mini Loader equipment. Only after the inspection team clears the prototype Mini Loader equipment, the manufacturer shall complete works on all the ordered quantity.

14.5.2 The inspections and test shall be conducted on the premises of the supplier or manufacturer or it subcontractor(s). Where conducted on the premises of the Supplier or manufacture or its subcontractor(s), all reasonable facilities and assistance including access to drawings and productions data shall be furnished to the inspectors at no charge to the department. Any to & fro travelling and stay on duty for carrying out such inspection by the purchaser's representatives shall be to the supplier's account.

14.5.3 Shall any inspected or tested goods fails to conform to the specifications, the Department may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specifications, requirements free of cost to the department.

14.5.4 Nothing in above in any way release the supplier from any warranty or other obligations under this contract.

14.5.5 All the inspection Expenditure will have to be borne by the bidder.

14.5.6 The successful bidder will have to produce a certificate at the time of inspection from the steel

manufacturers or reputed laboratory regarding the quality and type of steel supplied. In case of important equipment a certificate from the principals/collaborators shall be produced.

**14.6 Insurance**

The Goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special conditions of Contract.

**SECTION V**  
**Contract Data**

**The Name of the Contract: SUPPLY OF 6 Nos. MINI LOADER EQUIPMENT.**

Validity of Order : 1 Year.  
Performance Security : \_\_\_\_\_  
Contract Value : Approximately \_\_\_\_\_  
Warranty : \_\_\_\_\_



**SECTION VI**  
**FORMS**

**15.1. DECLARATION BY THE BIDDER/BIDDER**

I/We hereby declare that I/We am/are not in any way related to any officer who is in charge of.....or having control of this work as referred ITB.

I/We agree that if, at any stage, it is found that this declaration is untrue, the bid security/performance security paid by me/us will be forfeited and the contract entered will stand cancelled at the risk and cost of contractor. It is understood that the relationship with the officer referred to herein will be restricted to those referred in ITB.

**Signature of the bidder**

**Place:**

**Date:**

## 15.2. Letter of Bid

\_(Location)

\_(Date) From

(Name & Address of the Bidder)

**To**

**Dear Sir/Madam,**

**Sub: Tender for SUPPLY OF 6 Nos. MINI LOADER EQUIPMENT**

We, the undersigned, confirm that we meet all the qualification criteria given in the Tender Document We are submitting this tender for our eligibility for the above assignment. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [*Date*\_\_]. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive. Yours sincerely,

**Authorised signatory :**

**Name and title of Signatory :**

**Name of Firm**

**Address :**

### 15.3. Qualification Information

#### 15. 3.1 PARTICULARS OF THE BIDDER

Name of the Bidder	
Whether Sole Trader / Partnership / Private Limited Co. or Public Limited Co.	
Residential Address	
Address of the Registered Office	
Address of the Branch / Office Quoting against the Tender	
Address of the Factory	
Names and addresses of the Proprietors / Partners / Directors	
Year of Establishment	
Registration No. & Date	
Registered under (give details under which Act the Company is registered)	
Whether the item is completely manufactured in Bidder's factory Yes / No	
Testing facilities available	
Whether there is any ISI Registration, if so, details thereof	
ISO Registration	
List of large companies / Public Sector Undertakings / Local Bodies / Companies to which the item(s) quoted for have been supplied earlier with details of value of order and year of execution	
Annual Turnover in the last 3 years	
GST Registration No.	
Names of the Bankers	

Note: For providing the above information, if required, separate sheet may be enclosed.

DATE SIGNATURE \_\_\_\_\_

SEAL NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

Email ID \_\_\_\_\_

### 15. 3.2 APPLICATION INFORMATION SHEET

#### Application Information

Bidder's Legal Name	
In the case of Joint Venture/ Consortium/Group, legal name of each partner	
Bidder's actual or intended year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone no., e-mail address)	
Attached are copies of the following original documents 1. In the case of single entity, articles of in Authority or constitution of the legal entity named above. 2. Power of attorney to represent the firm or JV/consortium /group named above. 3. In case of JV, power of attorney for lead member of consortium by other JV partner	
<b>Signature of Bidder</b>	

**15.3.4 FINANCIAL STATEMENT (DATA FOR PREVIOUS THREE YEARS - IN INDIAN RUPEES)****a. Information from Balance Sheet**

<b>YEAR</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
<b>Total asset</b>			
<b>Total liabilities</b>			
<b>Net worth</b>			
<b>Current assets</b>			
<b>Current liabilities</b>			

**b. Information from Income Statement**

<b>Year</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
<b>Total Revenue</b>			
<b>Profit before tax</b>			
<b>Profit after tax</b>			

**Attached are copies of financial statements (balance sheets including schedules and income statements) for the last three years, as indicated above, complying with the following conditions: All such documents reflect the financial situation of the bidder Historical financial statements must be audited by a certified chartered accountant Historical financial statements must be complete, including all schedules to the financial statements**

Note: Bidder and Each member of JV/consortium/group must furnish details separately in this form

**15. 3.5 TOTAL ANNUAL TURNOVER**

(Bidder and/or Each member of Joint Venture/consortium/group must fill in this form)

**TOTAL ANNUAL TURNOVER FOR THE LAST THREE FINANCIAL YEARS**

<b>Year</b>	<b>Indian Rupee</b>
<b>2014-15</b>	
<b>2015-16</b>	
<b>2016-17</b>	
<b>TOTAL</b>	

**15. 3.6 PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS ENGAGED AS A LEAD PARTNER**

(Each bidder or member of JV/consortium/group must fill in this form)

<b>Name &amp; Address of client</b>					
<b>Brief Scope of the Work</b>					
<b>Purchase Order (P.O) No. &amp; Date of issue of P.O.</b>					
<b>Cost of Procurement (in Rs)</b>					
<b>Type &amp; amount of portion sublet by you</b>					
<b>Period of Contract</b>					
<b>Whether the copies of the purchase orders / contracts from the client as required, is attached?</b>  <b>Yes/ No</b>					

**15. 3.7 PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS WORKING IN JOINT VENTURE**

(Each bidder or member of JV/consortium/group must fill in this form)

<b>Name &amp; Address of client</b>					
<b>Brief Scope of the Work</b>					
<b>Purchase Order (P.O) No. &amp; Date of issue of P.O.</b>					
<b>Cost of Procurement (in Rs)</b>					
<b>Type &amp; amount Of portion sublet by you</b>					
<b>Period of Contract</b>					
<b>Whether the copies of the purchase orders / Contracts from the client as required, is attached?</b>  <b>Yes/ No</b>					



**15. 3.8 PRESENT ASSIGNMENTS IN, WHICH BIDDER FIRM IS, WORKING AS PARTNER**

(INDICATE PLACE OF WORK FOR WHICH FIRM IS RESPONSIBLE)

(Each bidder or member of JV/consortium/group must fill in this form)

<b>Name &amp; Address of client</b>					
<b>Brief Scope Of the Work</b>					
<b>Purchase Order (P.O) No. &amp; Date of issue of P.O.</b>					
<b>cost of Procurement (in Rs)</b>					
<b>Name of Lead Partner and other Partners With whom you are in JV</b>					
<b>Period of Contract</b>					
<b>Whether the copies of the purchase orders / contracts from the client as required, is attached?</b>  <b>Yes/ No</b>					

**15. 3.9 DETAILS OF SUB CONTRACTOR AND THEIR RESPONSIBILITES**

(Applicable in case of subletting)

<b>Sl. No.</b>	<b>Name &amp; Address of Sub Contractor</b>	<b>Responsibility</b>	<b>Value of work to be sublet.</b>	<b>Other contracts that the sub-contractor is engaged in</b>

**15. 3.10 COMPLETED WORKS IN WHICH FIRM WAS THE LEAD PARTNER (DURING LAST 5 YEARS)**

(Each bidder or member of JV/consortium/group must fill in this form)

<b>Name &amp;Type of project / works and its location</b>					
<b>Brief technical description</b>					
<b>Name &amp; Address of client</b>					
<b>Period of contract</b>					
<b>Cost of project (in Rs)</b>					
<b>Type &amp; amount of portion sublet by you</b>					
<b>Year of Completion</b>	<b>Scheduled</b>				
	<b>Actual</b>				
<b>Reasons for delay if any</b>					

**15. 3.11 COMPLETED WORKS IN WHICH FIRM WAS IN JOINT VENTURE (DURING LAST 5 YEARS)**

(Each bidder or member of JV/consortium/group must fill in this form)

<b>Name &amp;Type of project/ works and its location</b>					
<b>Brief Technical description</b>					
<b>Name &amp; Address of client</b>					
<b>Period of contract</b>					
<b>Cost of project (in Rs)</b>					
<b>Type &amp; amount of portion sublet by you</b>					
<b>Year of Completion</b>	<b>Scheduled</b>				
	<b>Actual</b>				
<b>Reasons for delay if any</b>					

## SECTION VII

### TECHNICAL SPECIFICATION OF MINI LOADER

S.No.	Item	Description
<b>Engine</b>		
1	Type	4-Stroke, Naturally aspirated
2	Cylinder	4
3	Bore/Stroke	84x90mm
4	Displacement	2.0L
5	Fuel Injection	Indirect
6	Fuel	High Speed Diesel (HSD)
7	Fuel Filter	In Line Strainer
8	Air Intake	Naturally aspirated w/internal EGR
9	Cooling	Liquid
10	Engine Speed High idle-no load (rpm) Rated- full load (rpm) Low idle (rpm)	3140 +/- 50 2900 1080 +/- 50
11	Horsepower per SAE J1349 Gross Net	46 hp (34.3 kW) @ 2900 rpm 43 hp (31.8 kW) @ 2900 rpm
12	Peak Torque	130.5 Nm @ 1750 rpm
<b>Power Train</b>		
1	Drive Pump	Mechanical
2	Individual pumps for LH and RH	
3	Pump to Engine Ratio	1:1
4	Displacement	35cc
5	Flow rate at rated engine rpm @100% efficiency	102 L/min
6	Flow	bidirectional
7	Charge pressure	25 bar
8	System relief	345 bar
9	Control	Direct Mechanical
10	Drive Motor	Fixed Displacement radial position
11	Max. Displacement	325cc
12	Speed @ rated engine rpm	313
13	Torque @ Max Displacement and relief pressure	1784 N-m
14	Travel Speed	6.7 Km/hr
15	Final Drive	Single – reduction chain drive
16	Drive Chain – Size Tensile Strength	ASA #80 93.4 KN
17	Axles	One-piece, forged induction-hardened high carbon street
18	Torque @ max. displacement and relief pressure	6600 N-m
19	Diameter	50.8mm
20	Length	346mm

21	Parking Break	Spring-applied, hydraulic release disc
22	Engagement	Depress on/off brake button on handle or instrument panel, raise seat bar, get off seat, or stop engine
<b>Electrical System</b>		
1	Alternator	120 amp
2	Starter	2.0 kW
3	Battery	12-volt low maintenance 1000 CCA @ 0° F (-18°C)
<b>Engine Cooling</b>		
1	Radiator - Core Type Core Size area Rows of Tubes Cap Pressure	All aluminium 0.226 m <sup>2</sup> 43 16 +/- 2 psl
2	Fan – Diameter Ratio	450mm 0.89:1
3	Water Pump – Style Flow	Centrifugal 50.1 L/min
4	Engine Lubrication - Pump	Pressure feed with Trichoid pump
5	Pump operating angle ratings Side to side Bucket up Bucket down	35° 35° 35°
6	Oil Filtration	Full flow cartridge
<b>Hydraulic System</b>		
1	Standard Equipment Type Displacement Pump Flow @ rated engine rpm @ 100% efficiency	Gear 20.4cc 59 L/min.
2	Loader Control Wall 3 spool/open centre/series Relief pressure	207 bar
3	Hydraulic line	Tubing 37° JIC Flare Loop hoses SAE 100 R13
4	Hydraulic oil Cooler – Number of tubes Area	9 775.5 cm <sup>2</sup>
5	Hydraulic Filter	6 micron/spin on time
6	Hydraulic circuit pedal lock	
7	Loader arm mounted ISO Flat face connectors	
8	Auxiliary function lockout over ride	
9	Loader function lock system	
10	Loader lift lock out over ride	
11	3 – spool loader control valve	
12	Heavy duty oil cooler	

13	Loader arm float position	
<b>Instrumentation</b>		
1	Indicators	Digital Hour meter Fuel Level LCD bar graph with alarm
2	Warning lights with alarms	Engine coolant temperature Engine oil pressure Engine Malfunction Hydraulic Charge pressure Hydraulic filter restriction Hydraulic oil temperature
3	Warning alarms	Battery Voltage ( Plus display)
4	Indicator light	Engine preheat Parking Brake Seat Bar Reminder
<b>Standard Equipment</b>		
1	ROPS/FOPS level 1 canopy with side screens	
2	Control Lockout system	
3	Tilt ROPS/FOPS	
4	Rare Window with emergency escape	
5	Instrument panels	
6	2 in (51mm) retractable seat belt	
7	Hand throttle	
8	Arm Package	
9	Top Window	
10	Cup holder	
11	Power pluck Socket	
12	Foot rest	
13	Storage Tray	
14	Low effort ergonomic hand controls	
15	Padded Seat bar with integral arm rests	
16	Loader control lockout system	
17	Electric parking break control	
18	Floor clean out panel	
<b>Weights</b>		
1	Unit occupied with 10.00 x 16.5	
2	Galaxy Beefy Baby II tyres, 1.5 m	
3	Foundry/excavating bucket	
4	Mechanical Attachment Coupler	
5	Full fuel tank and 75 kg operator	2270 Kg
<b>Service Capacities</b>		
1	Fuel Tank	60.5 L
2	Engine Oil with filter	7.5 L
3	Hydraulic System - Reservoir	15.13 L
4	Chain Tanks (per side)	6.3 L

### **16.13 SPECIAL DIRECTION TO THE BIDDERS**

16.13.1 The work involves supply of Mini Loader to be supplied by Bidder, as per specifications attached.

16.13.2 These specifications only show the requirement briefly each bidder shall attach descriptive literature along with a detailed description of the machine covering all the salient features.

16.13.3 The Mini Loader shall be built to with stand the strength and vibration of the roads as well as those at landfill site. The bidders are requested to see landfill site in order to ensure the conditions under which the vehicles are expected to operate.

16.13.4 All moving parts shall be provided with adequate means of lubrication by providing nipples etc. All reciprocating parts shall be suitably guarded.

16.13.5 The equipment shall be capable of being operated under average conditions for at least 16 hrs. Continuously without any ill effects on its component

16.13.6 The Mini Loader will meet the requirement of prevalent Motor vehicle Act with Emission norms prescribed by R.T.O Kanpur.

16.13.7 The bidder will have to give the demonstration of the Mini Loader offered whenever called for by the department

16.13.8 The bidder shall offer the equipment/components of the makes stated in the specifications. If any deviation is made the tender is likely to be rejected. However, imported components shall be approved by principals and international organisation with certificates.

16.13.9 Every part of the equipment including rubber hoses shall be guaranteed for a period of one year.

16.13.10 It will be the responsibility of the bidder to deliver the vehicle after the completion of the manufacture of the Mini Loader equipment to KSCL. The charges applicable for the same including Octroi/Entry Tax if any shall be included in the tender.

16.13.11 The prices for the equipment shall be inclusive of all taxes & duties but exclusive of GST. Transit insurance, incidental and other expenses, extra fitment etc, however any change in statutory levies / charges after award of work may be accepted, if supported by documentary evidence.

16.13.13 The vehicle should at least have capacity to work 16 hours continuously without any break per day.

### **16.14. REPAIRING & MAINTENANCE OF MINI LOADER.**

16.14.1 The Maintenance components of this contract are of very critical nature which has to be carried out virtually every day. The Bidder is therefore sensitised to the need for proper planning, deployment and sustaining perfect Maintenance throughout the entire period of the contract.

Towards this, the bidders are requested to submit a Maintenance Schedule for Mini Loader. The bidder shall on being awarded the contract ensure deployment of suitably trained Mechanics, and make available all necessary Hand Tools, Special Tools, Servicing and Lubricating Equipments, etc.



The scope of work includes routine maintenance of the machines and chassis as per manufacturer's guidelines. Therefore, it covers day to day maintenance of Mini Loader with prescribed level of maintenance service, adjustments, settings, etc., The preventive maintenance shall be carried out in a required sequence for which , trained personnel shall be appointed who are fully conversant with operation and maintenance including mechanical, technical electrical and hydraulic circuit system of the unit.

16.14.2 All spares/accessories excluding batteries & tyres shall be supplied by the successful Bidder during the warranty period and annual maintenance contract period. Fuel (Diesel) shall be given by Authority. All lubricants including Hydraulic oil shall be provided by bidder.

16.14.3 The work includes replacement of normal routine items like oil and parts like pipes, nuts, bolts, washers and all electrical and hydraulic spares, etc and any other spare parts and items which are required to be changed under normal wear and tear. The spare parts and items which are required to be changed on account of established accidental damages and which cannot become part of routine maintenance will be supplied by Authority or the cost of such spare parts / items will be reimbursed by Authority on actual. Such spares should be sourced only from the manufacturers or their Authorised Dealers; however, the labour charges shall be borne by the successful bidder. The bidder shall keep adequate essential parts / spares in their stock to render satisfactory services without any interruption.

16.14.4 Preventive Maintenance Schedule a) Daily b) Weekly c) Monthly d) Bi-Yearly e) Yearly shall be furnished during tender which shall be strictly complied during the warranty period.

16.14.5 All the spare parts supplied shall be original. The spare parts cost shall be charged as per the prevailing price list of the manufacture, only in case of accidental damages. In case if the bidder wants to add any taxes or other charges on the above price list the same shall be clearly stated in the tender. No variation in this respect will be allowed once the tender is finalized.

16.14.6 The complete Mini Loader equipment supplied shall have a warranty of one year. However the routine preventive maintenance i.e., the replacement of consumables, like Filter replacement/ filtration of oil etc., will have to be carried out by the bidder during the warranty period. The rates quoted shall include the cost for the said servicing and maintenance.

16.14.7 All the old removed spare parts will have to be returned to the Authority, in case of replacement of parts.

16.14.8 In case of major servicing, the vehicle will be taken by the Bidder to workshop of the bidder. However, all the toll taxes required to be paid will be paid by the successful bidder.

16.14.9 The successful bidder/ their authorised dealer/Service provider shall have their own workshop. In the event of sub-contracting, the sub-contractor agency shall meet the following requirements:-

- 1) Proven capacity to operate and maintain fleet of Mini Loader/vehicles not less than 5 vehicles
- 2) Should have fully equipped automobile garage & should show proof of having employment of trained personnel.
- 3) Both the Mini Loader supplier and outsource agency (if any) should ensure compliance of minimum wages act of both Mechanic staff

16.14.10 The work also includes the cost of labour, all parts, accessories, replacement of oil etc.

16.14.11 The replacement of such parts will be carried out by the successful bidder under the proper supervision and as per the recommendations of the manufacturers during the warranty period.

16.14.12 The Hydraulic Oil for topping up will have to be supplied by the department and the Oil & filters

changed as per the recommendations of the manufacturers. The Oil grade used shall be that easily available in India .

16.14.13 It will be necessary for the successful bidder to submit periodical reports in hard copy of the maintenance works carried out for the vehicle during warranty period.

16.14.14 Necessary records showing maintenance of the Mini Loader shall be duly maintained during warranty period. They shall be subjected to inspection as and when called for.

16.14.15 Equipments for water washing, Inflating Tyres, Lubrication and Battery chargers shall be provided by the contractor.

16.14.16 Any damages to the Authority and other properties while carrying out the maintenance work shall be rectified by the successful bidder free of cost.

16.14.17 Authority will not be responsible for any human accident or hazard if occurred to the person of the contractor while carrying out maintenance work the work.

16.14.18 The successful bidder shall bring their own tools and accessories for carrying out the maintenance work including special Tools & Fixtures.

16.14.19 It is the utmost responsibility of the bidder to ensure adherence to Safety Norms in all aspects of the works especially while carrying repairs/maintenance activities of Mini Loader.

16.14.20 While carrying repairs/maintenance activities Any damage, repair, liability, loss of reputation, both to men and material shall be entirely responsibility of the bidder.

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**ANNEXURE-A**  
**Security Forms**  
**FORM OF ADVANCE PAYMENT GUARANTEE (Bank Guarantee)**

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act, The stamp paper to be in the name of Executing Bank. The executing Bank shall be from a Scheduled/Nationalised Bank in India)

Ref.No.....

Date.....

**The Chief Executive Officer**

**KSCL**

**Motijheel, Kanpur**

Dear Sir/Madam,

**Ref: Bank Guarantee**

In consideration of **KSCL** (hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns), having awarded to ..... (Name of the Contractor) ..... (here in after referred to as the “Contractors” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer’s Contract Agreement dated ..... and the same having been unequivocally accepted by the Contractor resulting in a Contract valued at .....for Name of Work: ..... (here in after called the “Contract”) and the Employer having agreed to make (scope of work) an advance payment to the Contractors for performance of the above Contract amounting to

..... (in words and figures) .....

as an advance against Bank Guarantee to be furnished by the Contractors. We, ..... (Name of the Bank) ....., having its Head Office at (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay the Employer immediately on demand and or, all monies payable by the Contractors to the extent of ..... as aforesaid at any time up to

..... @\* ..... without any demur, reservation, contest, recourse or project and/or without any reference to the Contractors. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractors or any dispute pending before any Court, Tribunal, Arbitrator or any other authority, we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractors. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractors any other course or remedy or security available to the Employer. The Bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omissions or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractors and notwithstanding any security or other guarantee the Employer may have in relation to the Contractors liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to ..... and it shall remain in force up to and including ..... @\*  
..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by ..... (Name of the Contractor).....

Dated this ..... day of ..... at .....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Office Address)

.....

.....

(Signature of authorized Bank Official)

..... (Name) .....

..... (Designation with Bank stamp) .....

Power of Attorney (To be enclosed)

Date .....

@ The date will be ninety (90) days after the date of completion of Contract.

**FORM OF BID SECURITY (BANK GUARANTEE)**

WHERE AS, ..... (Name of Bidder) (here in after called "the Bidder") has submitted his bid dated ..... (Date) for the {Name of Work)

..... (here in after called "the Bid"). KNOW ALL MEN by these presents that We ..... (Name of Bank) of..... (Name of Country) having our registered office at..... (here in after called "the Bank") are bound unto..... (Name of Employer) (here in after called "the Employer") in the sum of..... for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this ..... day of ..... THE CONDITIONS of this obligation are :

- (1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid: or
- (2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the instruction to Bidders: or
- (3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - a. Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required : or
  - b. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or c. Fails or refuses to furnish the Domestic Preference Security, where required.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of all of one or more of the above conditions, specifying the occurred condition or conditions. This Guarantee will remain in force up to and including the date of 162 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK.....

SEAL OF THE BANK.....

SIGNATURE OF THE WITNESS.....

Name and address of the witness.....

**FINANCIAL BID**  
**(To be submitted online only)**

To,  
Chief Executive Officer.  
KSCL  
Motijheel, Kanpur

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)

**Bill of Quantities**  
**COVER 'B '**  
**ANNEXURE 'C'**

**SCHEDULE OF QUANTITY AND RATES FOR MINI LOADER**

Sl. No.	Description	Unit Rate in Figures (Rs.)	Unit Rate in Words (Rs.)
1	Cost of supply of Mini Loader as per the specifications attached, inclusive of all Taxes, Levies, Entry Tax including Permanent Registration, Transit Insurance and transportation.		
<b>Grand Total</b>			

**NB: *Quantity may vary at the time of issue of supply order.***

The rates should be quoted in both words and figures. In case of difference between these two, the lower of the two shall be taken into consideration.

The rates mentioned above should clearly include Local Taxes, Customs Duties, Excise Duties, any mandatory levies etc., including Entry tax but should be exclusive of GST.

Bidder's Signature & Stamp / Seal

Address