

# Hkkjr ljdkj@Government of India Hkkjrh; igkrko lokk.k@Archaeological Survey of India Tkk/kig eMy] tk/kig@Jodhpur Circle, Jodhpur आफरी परिसर, कृषि उपज मंडी, न्यू पाली रोड़, जोधपुर—342005 AFRI Campus, Krishi Upaj Mandi, New Pali Road, Jodhpur- 342 005

TENDER No: 25(R) / 2015-16 F.No 4/79/JDH/T&P/2015-16

#### Name of Work: Supply of Total Station Instrument for ASI, Jodhpur Circle

(Work under the estimate for Surface and Condition Mapping and Documentation of Chittaurgarh Fort and Acquiring Tools and Plants required for execution of works (Work undertaken for the implementation of Announcement by Hon'ble Finance Minister in Union Budget speech 2015-16)

A.	Cost of application	Rs. 500/-	
B.	EMD	Rs. 25,000/-	
C.	Performance Security	10% of the cost	
D.	Tender System	Two cover	
E.	Date of publication in Press	22.12.15	
F.	Date of uploading in web site	22.12.15	
G.	Date of downloading from web site	23.12.15	
H.	Date and time of submission of tender	04.01.2016 upto 1500	
l.	Date and time of opening of the tender	04.01.2016 at 1530	
J.	Date and time of Technical Evaluation Committee Meeting	04.01.2016	
K.	Date and Time of opening of Financial Bids	04.01.2016 after TEC	
		<mark>is over</mark>	
L.	Venue of Technical Evaluation Committee meeting and	At the above address	
	opening		

Instructions to Bidders
TENDER No: 25 (R) / 2015-16
F.No 4/79/JDH/T&P/2015-16

#### A. Scope of work

The tender is for the supply of one number Total Station instrument for Archaeological Survey of India, Jodhpur Circle, Jodhpur with the following minimum specification.

Sl.No	Feature	Minimum Specification
	ANGLE MEASUREMENT	
1.	Angular Accuracy (ISO 17123-3:2001)	1" or better
2.	Least Count	0.5"
3.	Tilt Compensation type	Dual axis
4.	Compensator with a working range of	± 6' or better
	Telescope	
5.	Telescopic Magnification	30X or better
	Distance Measurement	
6.	Laser Output	Class 1 Laser (Prism mode) Class 3R Laser ( Reflector less)
7.	Measuring Range Reflector less With Single Prism With three Prisms	0.3 to 500m 3000 meters or better 5000m or better
8.	Distance accuracy (With prism)	(2 mm + 2 ppm X D) mm or better
9.	Measuring time	1 - 3 Sec or better
10.	Without Prism Range Kodak Grey 18% Kodak Grey 90 %	350 Meters or better 500 Meters or better
11.	Instrument Tribrach	Detachable tribrach for traversing application
12.	Power supply	Li-ion Rechargeable Batteries
13.	Internal Battery	Rechargeable Li-ion internal batteries (1 No + 1 No additional) with working time up to 12 hrs continuous distance / angle measurement (Total capacity 26 hours distance / angle measurement every 30 s for 1 sets of batteries). Instrument should have hot swappable battery function (1 set of 2 batteries)

14.	Charger for above Batteries with cables	Dual slot battery charger Set		
15.	Operating Temperature	-20 deg. C to + 50 deg. C or better		
16.	Dust and Water Proof	IP 56 or better		
17.	Plummet	Inbuilt optical/Laser plummet		
18.	Prism Positioning Light	Track light / Guide light preferred in the instrument for fast stake out operation and signaling		
19.	Prism Height	Automatic change of signal (prism) height with change from IR to DR mode in Instrument.		
20.	OS	Windows CE 6.0 Operating system colour controller		
21.	Instrument Control Unit / Keyboard, Display	Face 1: Touch screen having front light illumination with passive touch screen works with stylus or finger. Display unit should be day light readable in bright outdoor atmospheric conditions Control Unit should have both Touch Screen and Key pad for manual operation - Colour graphical display.  Face 2: backlit graphic LCD.		
22.	Communication Port	RS 232C Port with Minimum two of the below communication port should be available in the instrument Serial/ USB 2.0/ Ethernet/Memory Card Slot/ Bluetooth		
23.	Instrument Memory	Internal Memory – 500 MB RAM, External – Card Memory/USB drive with total memory storage capacity of 4GB or better		
24.	On-board Software	On Board Software with file import/export type: RAW, DXF,CSV,TXT,Land XML,XML,CR5.Software should be able to support data collection, feature coding, COGO functions, should have facility of customizable home page(s),should have Quick Pick list is a menu of specific functions. Should be able to generate plots, should be able to do sub-division of plots, should support active DXF maps as background files, should be able to link and import ASCII files with graphic display of measured points & points from the linked file. Generate many reports right in the field like Cut sheets, Survey reports, Stakeout reports etc. On board 3D view.		
25.	Operating temperature range:	-20 °C to +50 °C		

26.	Storage temperature	−25 °C to +60° C
27.	Accessories to be supplied with total station	Internal Rechargeable batteries - 2 Nos. Charger and charger cable single prism - 2 nos. Telescopic Range Pole 2.0 mtrs. heavy wooden Tripod
28.	Warranty	Three years
29.	Training of equipments	As in the Instructions to the Bidder

#### **B.** Tendering Process

#### **Eligibility Criteria**

- The bidders should be an OEM/authorized distributor of Total Station instrument. (Copy of the dealership certificate valid for the period 2015-16 from the OEM should be enclosed)
- 2. The bidder must have a valid TIN / PAN /Sales Tax registration.
- 3. The bidder should neither have been blacklisted by any central or state government department nor should have any litigation pending with any of these departments (Attach self certificate to this effect)
- 4. Documents in support of the above prequalification conditions must be submitted for the consideration of the bids.

#### **Tender Documents**

- The tender document can be only be downloaded from the departmental web site <u>www.asijodhpurcircle.in</u>, <u>www.asi.nic.in</u> and Central Public Procurement Portal <u>http://eprocure.gov.in/</u>. The tender documents contain the schedules stated below, and should be read in conjunction with any Addenda / Amendments issued subsequently.
  - a) Instruction to Bidders
  - b) Annexure I Details of the Bidder
  - c) Annexure II Price Bid
- 2. The Bidder shall examine carefully all the contents of the tender documents including instructions, conditions, terms, specifications and drawings and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk and tender submission will render the tender liable for rejection. Pursuant to Clause 3 above, tenders, which are not responsive to the requirements of the tender conditions, will be rejected.

#### **Clarification of Tender Documents**

- 1. At any time prior to the deadline for submission of tenders, the Superintending Archaeologist, ASI, Jodhpur shall, for any reason, whether on his own initiative or in response to a clarification by a prospective Bidder, modify the tender documents by issuing addenda.
- 2. A Bidder requiring any clarification regarding the tender documents contact the Superintending Archaeologist, ASI, Jodhpur Circle (circlejodhpur.asi@gov.in or circlejdh.asi@gmail.com) through e-mail only. The queries will be responded which were received 3 days prior to the deadline for submission of tenders. The queries will be uploaded in the web site www.asijodhpurcircle.in only including a description of the enquiry, but without mentioning the source of the enquiry. It is to be noted that no queries, clarifications will be received after the period stipulated above.
- 3. All prospective bidders are requested to browse the web site for information. It is deemed that they are fully aware of the corrigendum so issued once they bid for the work
- 4. Any amendments thus issued will be hosted on the website up to two days prior to the dates specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendment/modifications have been issued before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s)/modification(s) if any shall be binding on the Bidder. No separate notice/intimation of amendments/modifications will be sent to those who have downloaded the document from the web.
- 5. If any addendum is issued, reasonable time will be given to Bidders to take the corrigendum into account in preparing their tenders, in which case, the authorities shall extend the deadline for submission offenders.
- 6. While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

#### Submission of Bids/Tender

- 1. The bid in hard copy only shall be submitted separately in two envelopes as follows.
- 2. The tender, and all correspondence and documents, related to the tender, exchanged between the Bidder and the Superintending Archaeologist, ASI Jodhpur Circle shall be written in the English language only.
- 3. Any litigation arising out of this assignment shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of

- Rajasthan at Jodhpur. Bids in open condition or through e-mail or in any other form will not be accepted.
- 4. The completed bid must reach the O/o the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, AFRI Campus, New Pali Road, Jodhpur 324 005.
- 5. The last date for receipt of tender is at 1500 Hrs on 04.01.2016
- 6. The bids shall be sent by courier/speed post/dropped at the tender box in person as per the convenience of the bidder. However, ASI will not be responsible for the non-receipt or delayed receipt of the tender. Any tender received beyond the closing hours through courier or post will not be received and will be returned to the sender.
- 7. In the event of the date for the submission of tender is declared a holiday, the bids will be received up to the appointed time on the next working day. Other schedules will be changed accordingly.
- 8. The bidders shall bear all costs associated with the preparation and submission of its bid, including cost of technical presentation, preparation of the samples etc. ASI will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.
- 9. No bid shall be modified subsequent to the submission of bids.

#### Cover A

- Superscripted "TENDER No: 25 (R)/ 2015-16 F.No 4/79/JDH/T&P/2015-16 EMD + Eligibility documents for the Name of Work: Supply of Total Station Instrument for ASI, Jodhpur Circle". The name and the address of the firm should be clearly stamped/ printed on this cover.
- 2. The cover should contain:
  - a. Demand Draft for Rs 25,000/- towards EMD drawn in favour of the Superintending Archaeologist ASI, Jodhpur Circle and payable at Jodhpur.
  - b. Separate Demand Draft for Rs. 500/- in favour of the Superintending Archaeologist ASI, Jodhpur Circle and payable at Jodhpur towards the cost of tender form downloaded from the website.
  - c. Duly filled Annexure I giving the eligibility details supported by documents as listed there in.
  - d. Duly signed Instructions to the bidder in acceptance of terms and condition.
  - e. Printed / Copy of the brochure of the OEM (original equipment manufacturer) duly certified by the bidder that the same product is presented for technical evaluation.
  - f. Details of after sales service and warranty conditions.

#### Cover B

The cover should be superscribed "TENDER No: 25(R)/2015-16 F.No 4/79/JDH/T&P/2015-16 - Price Bid with Specifications of the instruments". The name and the address of the firm should be clearly stamped/ printed on this cover.

1. This cover should contain the duly filled in price bid Annexure - II supported by the documents requested there in.

#### **Outer Cover:**

The two covers (Cover A and Cover B) must be placed in a sealed outer cover superscribed "TENDER No: 25 (R)/ 2015-16 F.No 4/79/JDH/T&P/2015-16 - Tender for Supply of Total Station Instrument for ASI, Jodhpur Circle". The cover must be addressed to The Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, AFRI Campus, New Pali Road, Jodhpur. The name and address of the firm should be clearly stamped or printed on the face of the cover.

#### C. Bid Opening

- 1. The bids will be opened in two sessions, in the presence of bidders' representatives (only one per bidder) who chose to attend the bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign the register evidencing their attendance.
- 2. Prior to opening the names of bidders, who have given advance notice for modification to or withdrawal of their bids from the tendering process well before the deadline for the submission of bids. Bid envelopes, of the bidders who wish to withdraw from the tendering process, shall be returned to their representatives, if present or sent by post unopened to their addresses.
- 3. The bids will be opened at 1530hrs on 04.01.2016 in the O/o the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, AFRI Campus, New Pali Raod, Jodhpur 342 005 (visit <a href="www.asijodhpurcircle.in">www.asijodhpurcircle.in</a> for location map) in two sessions as per schedule on cover page, in the presence of bidders' representatives (only one per bidder) who chose to attend the bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign the register evidencing their attendance.
- 2. Prior to opening the names of bidders, who have given advance notice for modification to or withdrawal of their bids from the tendering process well before the deadline for the submission of bids. Bid envelopes, of the bidders who wish to withdraw from the tendering process, shall be returned to their representatives, if present or sent by post unopened to their addresses.

- 3. All the received covers and dropped in the Tender Box kept for the purpose will be opened.
- 4. Cover A will be opened thereafter for verification of EMD, application money, qualification to participate in the technical evaluation.
- 5. On satisfying the qualification, the bidder's background and previous work will be evaluated by the Technical Evaluation Committee.

#### D. Technical evaluation

- 1. The bidder shall chose to make a presentation before the Technical Evaluation Committee.
- 2. The bidder should present a specimen of the offered instrument along with other accessories for verification and evaluation of the Technical Evaluation Committee. The bidder shall make a demonstration at ASI premises.
- 3. Technical Evaluation Committee shall evaluate the instruments based on the minimum specifications, warranty terms and after sales service responses. No weightage will be given to an instrument with higher configuration.
- 4. TEC shall, at its discretion, call for additional information/clarifications from the bidders. Such information has to be supplied within the time frame set out by the TEC, otherwise Technical Evaluation Committee shall make its own reasonable assumptions at the risk and cost of the bidders and the bid is liable to be rejected.
- 5. For verification of information submitted by the bidders, the TEC shall visit their offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the TEC. The bidders shall also assist the TEC in getting relevant information from the bidders' references. Seeking clarifications cannot be treated as acceptance of the instrument/bid.
- 6. After due evaluation of Technical bids, the Technical Evaluation Committee would submit its recommendation clearly bringing out the technically accepted bids.
- 7. After evaluation by the committee, the financial bids of short listed bidders, whose products have met the minimum specifications, will be opened.

#### E. Earnest Money Deposit and Performance Security

#### **Earnest Money Deposit**

The bid must be accompanied by two separate Demand Draft for Rs. 25,000/- (Rs. Twenty Five thousand only) towards EMD and a separate Rs. 500/- (Rs five hundred only) towards the cost of tender form. The EMD shall be denominated in Indian Rupees, and shall be in the form of a bank draft favouring The Superintending Archaeologist, ASI, Jodhpur Circle payable at Jodhpur, issued by a Scheduled Commercial Bank.

- 2. No interest will be payable on the amount of the EMD. The EMD of unsuccessful bidders shall be returned without any interest on finalization of tender, through Speed Post/Registered Post with letter clearly indicating that the Demand Draft is released. If the unsuccessful bidder desires to collect the same through some other means he shall inform in writing and in advance.
- 3. EMD of the successful bidder shall be returned on submission of security deposit @ 10% of the value of the price quoted in the form of Demand Draft / FDR.
- 4. If the successful bidder withdraws his bid in writing or fail to supply the instrument within the stipulated time as mentioned in the supply order or did not submit the Performance security, his EMD will be forfeited.

#### **Performance Security**

- 1. The successful bidder shall be required to submit performance security of Rs.25,000/- (Twenty five thousand only) for SIX months from the date of delivery for the satisfactory performance/completion of the complete order (Including warranty period), in the form of FDR drawn in favour of the Superintending Archaeologist ASI, Jodhpur Circle or through Bank Guarantee in the prescribed format. On the production of performance security the Demand Draft submitted as EMD will be returned to the bidder.
- 2. This guarantee shall be invoked if the Total Station instrument do not perform satisfactorily or recurrently fails to perform or the observed output/deliverables of TSI are not in accordance with the approved specification or the after sales service support was found to be deficient or the conditions of the warranty were not met by the bidder or OEM as the case may be. The decision of the undersigned will be final in this regard.

#### F. Other Conditions

- 1. If the successful bidder withdraws his offer or fail to supply the instrument within the time stipulated in the tender/supply order, the EMD will be forfeited.
- 2. Any bid received by ASI after the deadline for submission of bids prescribed above will be summarily rejected and returned unopened to the bidder at the address mentioned on the outer cover by Speed Post/Registered Post.
- 3. ASI will not be responsible for any postal delay or non-receipt/non-delivery of the bid. No further correspondence will be entertained on the subject.
- 4. A bidder cannot modify the bid after the submission. Bidder shall withdraw his bid through a written submission to the opening authority before the expiration of deadline prescribed for submission of bids.

- 5. Bids shall be valid for 120 days from the date of opening. ASI holds the right to reject a bid valid for a period shorter than 120 days as nonresponsive without any correspondence.
- 6. ASI reserves the right to accept any bid, and to cancel / abort the Tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected agency or agencies, of any obligation to inform the affected agency of the grounds for ASI action and without assigning any reason.
- 7. The bid shall be submitted in the form of printed document. Bids submitted other modes or in unsealed envelopes shall not be entertained.
- 8. Any effort by a bidder to influence ASI in its decisions on bid evaluation, bid comparison or award of the contract shall result in the bid rejection.
- 9. No pre bid meeting will be held. However queries will be answered through e mail only (<a href="mailto:circlejdh.asi@gmail.com">circlejdh.asi@gmail.com</a> or <a href="mailto:circlejdhpur.asi@gov.in">circlejdhpur.asi@gov.in</a>).
- 10. All the bidders will sign below this document in acceptance of terms and condition laid above. No separate contract/agreement will be signed for this purpose.

#### G. DELIVERY SCHEDULE AND TRAINING

- 1. The successful bidder will supply the instrument in factory sealed condition along with the invoice within the stipulated time.
- 2. At the discretion of the ASI, any delay will invite a penalty @ 0.2% of the order value per day of default. This amount will be deducted from the invoice.
- 3. The instrument will be checked at the field condition by ASI for satisfactory performance.
- 4. The payment will be released after the successful field trials, submission of performance security and registration of the product for warranty claims with OEM. The payment will be made through a Demand Draft or remitted to the bidders account through NEFT/RTGS on production of a mandate form from the Bank within reasonable time.
- 5. The instrument should be delivered at Jodhpur/at the field as designated at the time of supply for trials. A representative of the successful bidder shall be present at site.
- 6. The successful bidder shall send a representative to the Jodhpur/or to the designated field (most possibly Chittaurgarh) for a shore period not exceeding four days to familiarize the Technical Staff of ASI in handling the instrument. No expenditure will be reimbursed by ASI in this regard. The dates will be mutually agreed upon.
- 7. All documentation pertaining to delivery for Excise, Sales Tax, VAT and any other statutory obligations will be fulfilled by the bidder.

#### H. PAYMENT

- 1. 100% payment will be processed after complete delivery, training and installation of the instrument. The bill/invoice should be raised in favour of the Superintending Archaeologist, Archaeological Survey of India, Jodhpur Circle, Jodhpur.
- 2. The payment will be made after the submission of performance security and registration of product for warranty claims.
- 3. All payments will be made subject to deduction of TDS (Tax Deduction at Source) as per Income Tax Act 1961 and other taxes, if any, as per Government of India rules.

#### I. FORCE MAJEURE

- 1. Notwithstanding the provisions of the tender, the Bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events shall include, but are not restricted to, acts of ASI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3. If a Force Majeure situation arises, the empanelled Bidder shall promptly notify ASI in writing of such conditions and the cause thereof. Unless otherwise directed by ASI in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. ASI shall terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

#### J. ARBITRATION

1. All disputes or differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, operation or effect of this agreement or the breach thereof shall be settled amicably. However, if the parties are not able to resolve them amicably within a period of 15 (fifteen) days, the same shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be referred to arbitration by either party only after notice in writing to the other, clearly mentioning the nature of the dispute/differences. Such arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators one arbitrator to be

appointed by each Party, and the third arbitrator to be nominated by Director General, Archaeological Survey of India, Government of India. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue for the arbitration proceedings shall be Jodhpur and courts at Jodhpur shall have exclusive jurisdiction. All the arbitration proceedings shall be carried out in English language.

I, as authorised signatory, have read the above terms and conditions fully. I have fully understood them and agree to abide by them.

Signature of authorized signatory with seal

Dated the 2015

#### **Annexure I**



TENDER No: 25 (R) / 2015-16 F.No 4/79/JDH/T&P/2015-16

## Hkkjr ljdkj@Government of India Hkkjrh; iġkrRo lokk.k@Archaeological Survey of India Tkk/kiġ eMyj tk/kiġ@Jodhpur Circle, Jodhpur

### Name of Work: Supply of Total Station Instrument for ASI, Jodhpur Circle Qualification Details of the Bidder

Sl.No	Description	DD No and date	Name of Bank	Amount Rs
1	EMD			
2	Cost of application			

#### Note: All the enclosures should be signed by the authorized signatory with seal of the firm

1.	Name of the firm participating in the bid	
2.	Details of incorporation (Year and Place) (State Sole Proprietor, Partnership, Private Limited or Limited Firm) Attach Certificate of Incorporation	
3.	Whether any Legal/Arbitration proceedings are instituted against the agency on the Agency has lodged any claim in connection with works carried out by them if yes, please give details.	

4.	Address	
5.	Name of the top executive with designation	
6.	Telephone No: Mobile No:	
7.	E-mail address:	
8.	Service Tax No:	
9.	TIN	
10.	PAN	
11.	Make and Model proposed for supply with Specification Brochure of the OEM	
12.	Details of after Sales support. Specify whether by the supplier or OEM	
13.	Whether the firm is an authorized dealer of the OEM. Attach dealership certificate	
14.	List of government organizations (departments, public sector companies etc) to whom instrument has been supplied by you [Indicate few organizations supported by supply orders]	
15.	List of Documents in support of the above	Attach a separate sheet

Attach duly signed separate sheets if required.

Certified that no relatives of any members of my firm are employees of Archaeological Survey of India in any capacity.

Signature of authorized signatory with seal

Dated the 2015

#### **Annexure II**



TENDER No: 25 (R)/ 2015-16 F.No 4/79/JDH/T&P/2015-16

PRICE OF TENDER: Rs. 500/-

CPWD-9 Tender

Hkkjr I jdkj@Government of India
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Tkkýki g eMy] tkýki g @Jodhpur Circle, Jodhpur

#### ITEMWISE TENDER FOR SUPPLY OF INSTRUMENT

#### Name of Work: Supply of Total Station Instrument for ASI, Jodhpur Circle

I/We hereby tender for execution of work for the President of India described in the under mentioned memorandum according to the specification within the time specified and at the rates specified therein subject to the conditions of the contract.

#### **MEMORANDUM**

(i) Earnest Money: Rs. 25,000/-

(ii) Security Deposit: As per the terms and condition

(iii) Time Allowed: 30 days

(iv) Place of Delivery: **O/o the Superintending Archaeologist, ASI, Jodhpur Circle, Jodhpur.** 

			Rate in RS		Amount	Remarks, if
	Description of work	Estimated quantities	In figures	Unit	In Rs in figures	any Indicate
			and words		and	the taxes
S.No			Exclusive of		words	to be paid
3.110			Taxes		Exclusive	by ASI
					of Taxes	
1	<b>Total Station</b>	One		Per no		
	Instrument as per					
	the specification					
	attached					
	Specify Make and					
	<u>model</u>					

(Attach a copy of duly signed OEM specification brochure)

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions annexed hereto in the <b>instructions to the bidder</b> so far as applicable, and/or in default thereof to forfeit and pay to the President of India or his successor in office the sum of money mentioned in the said conditions. A sum of Rs* is herewith forwarded in DD as earnest money. If I/We fail to commence the work to specified in the above memorandum or if I/We fail to deposit the amount of security deposit specified in the above memorandum. I/We agree that the said President or his successors in office shall, without prejudice to any other right or remedy, shall be retained by his towards such security deposit. I/We further agree that the said President or his successors in office shall also be at liberty to cancel the acceptance of the tender if I/We fail to deposit security amount to aforesaid.
Signature of authorized signatory with seal
Dated the 2015
The above tender is hereby accepted by me behalf of the President of India.
Signature of the officer by whom the tender is accepted