

TENDER ENQUIRY

Tele: 011-23454983

Dedicated Freight Corridor
Corporation of India Ltd. 5th Floor,
Supreme Court, Metro Station
Building Complex, New Delhi
110001

25th Nov. 2020

(Vendor Concerned)

INVITATION OF BIDS FOR SUPPLY OF FIFTEEN ADOBE ACROBAT PRO DC LICENSES”

REQUEST FOR PROPOSAL (RFP) No HQ-ITOPROC(SVCS)/6/2020 TO BE OPENED ON ‘P’ DAY + 14 DAYS

1. The online Bids under Advertised Tender Enquiry are invited by the GGM/IT on behalf of Dedicated Freight Corridor Corporation of India for Supply Of 15 No Of Adobe Acrobat Pro DC Licenses The tender reference number is **HQ-ITOPROC(SVCS)/6/2020 Dated 25th Nov’ 2020** and can be viewed at www.ireps.gov.in
2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below: -
 - (a) Bids/queries to be addressed to : GGM/IT
 - (b) Postal address for sending the Bids : Dedicated Freight Corridor Corporation of India Ltd.
5th Floor, Supreme Court,
Metro Station Building
Complex, New Delhi - 110001
 - (c) Name/designation of the contact personnel : Alok Shankar Pandey
AGM/IT
 - (d) Telephone number of the contact personnel :011-23454983
 - (e) Email id : aspandey@dfcc.co.in
3. This RFP is divided into five Parts as follows:-
 - (a) **Part I.** Contains General Information and Instructions for the sellers about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.

(b) **Part II.** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III.** Contains standard conditions of RFP, which will form part of the contract with the successful seller.

(d) **Part IV.** Contains special conditions applicable to this RFP and which will also form part of the contract with the successful Seller.

(e) **Part V.** Contains evaluation criteria and format for price bids.

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

Yours faithfully,

Enclosures: - (23 Pages)

PART I – GENERAL INFORMATION

1. **Last Date and time for depositing the Bids.** The critical dates with respect to the Tender (Request for Proposal) ref **HQ-ITOPROC(SVCS)/2/2020 Dated 25th Nov' 2020** are as follows:-

<u>CRITICAL DATE SHEET</u>			
S No	Item	Date	Time
(a)	Published Date	P Day	17:00 hrs
(b)	Bid Document Download	P Day	17:00 hrs
(c)	Bid Submission Start	P Day	17:00 hrs
(d)	Bid Submission End	P+ 14 Days	15:00 hrs
(e)	Bid Opening Start	P+ 14 Days	15:30 hrs

2. **Manner of Depositing the Bids.**

(a) The bids will be submitted "**Online Only**".

(b) **Bid** will consist of following:-

- i. Technical Bid Compliance Statement given at **Annexure I**.
- ii. Scanned copy of EMD documents or the exemption certificate clearly showing validity period.
- iii. PAN No, GST Registration. (Scanned and uploaded).
- iv. Certificate of acceptance of terms and conditions of RFP on firms letter head (Copy attached at **Annexure III**. (Scanned and uploaded).
- v. Electronic Clearance Service (ECS) Certificate mandate form format given at **Annexure 'VI'**.
- vi. Commercial bid Compliance Statement given at **Annexure 'IV(Part I)'**
- vii. Commercial bid will be submitted in the form of **Annexure 'IV(Part II)'**
- viii. Scanned copy of "Additional Charges/ Discounts" containing details of items with Financial implications on the bid. The format of the same is attached as **Annexure 'V'**.
- ix. Sellers need to submit MAF from the OEM along with the bid.

3. **Time and date for opening of bids.** **15:30 Hrs, 09th Dec' 2020**

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Place of Opening of the Bids.** Verification of tender document will be done at Office of **AGM/IT, Dedicated Freight Corridor Corporation of India Ltd. 5th Floor,**

Supreme Court, Metro Station Building Complex, New Delhi – 110001. The sellers may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Rates and important commercial/technical clauses quoted by all sellers will be read out in the presence of the representatives of all the sellers. This event will not be postponed due to non-presence of representatives of one/more of sellers.

5. **Forwarding of bids.**

- (a) The documents specified in Para 2 to be deposited electronically
- (b) The **BID** will be submitted “**Online Only**”.
- (c) The **BID** should be submitted by the seller duly digitally signed by the legal owner of the firm or the person auth by him to do so. Instructions for “**Online Bid Submission Instructions**” to the Sellers to submit the bids are available online through www.ireps.gov.in.

6. **Modification and withdrawal of bids.**

- (a) The Seller may modify (resubmit) his bid after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.
- (b) If seller desires to withdraw before bid submission closing date/time, he may do so online in the portal and offline EMD would be refunded but not cost of the tender. Once with-drawn online, he cannot participate again in this tender.
- (c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of Seller’s Bid Security/ EMD.

7. **Clarification regarding contents of the Bids.** The detailed instructions for sellers are given in **Annexure ‘IX’**. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the seller for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.

8. **Rejection of bids.** Canvassing by the Seller in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional Bids will not be accepted.

9. **Unwillingness to quote.** Sellers unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting seller may be delisted for the given range of items as mentioned in this RFP.

10. **Validity of bids.** The commercial bid will be valid for a minimum of **180 days** from the last date of submission of the bids.

11. **Earnest Money Deposit.** Sellers are required to submit Earnest Money Deposit (EMD) for amount of Rs. 11000/- in favour of “**Dedicated Freight Corridor Corporation of India Ltd**” and will be held in personal possession of **Dedicated Freight Corridor Corporation of India Ltd. 5th Floor, Supreme Court, Metro Station Building Complex, New Delhi – 110001**. EMD should be deposited along with the bids. The EMD may be submitted in the form of a Fixed Deposit Receipt or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per **Annexure ‘II’**. EMD is to remain valid for a period of **45 days** beyond the final bid validity

period. EMD of the unsuccessful Sellers will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the Supply Order. The Bid Security of the successful Seller would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the Supply Order. EMD is not required to be submitted by those Sellers who are registered for the same item/range of product/goods or services with the Central Purchase Organization (e.g. DGS&D) or National Small Industries Corporation (NSIC). The EMD will be forfeited if the seller withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. EMD will be returned to you on the following occasions: -

(a) Sellers not qualifying in the CNC/ PNC - To be returned once Supply Order has been placed with the L1 Seller.

(b) The EMD in respect of L1 Seller i.e. Seller on whom the Supply Order has been placed will be returned only on submission of the Performance Bank Guarantee.

Note:- In case of necessity of extending the validity of bids, due to pressing circumstances, the validity of EMD also needs to be extended.

PART II – ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED

1. **Brief Scope of Work and System Description.** Dedicated Freight Corridor Corporation of India intends to buy Fifteen Adobe Acrobat Pro Dc Licenses”

2. **Schedule of Requirement.** List of service is as follows:-

Ser No	Description	Qty
(a)	“Supply Of Fifteen Adobe Acrobat Pro Dc Licenses	15

3. **Duration of validity of licences.** The licences are required to be valid for duration of one year.
4. **Establishment Period.** The licenses will be supplied within **four weeks** of issue of supply order. Please note Contract can be cancelled unilaterally by the Buyer in case the licenses are not supplied during the stipulated period.
5. Licenses to be supplied is:-

Dedicated Freight Corridor
Corporation of India Ltd.
5th Floor, Supreme Court,
Metro Station Building Complex,
New Delhi - 110001

PART III – STANDARD CONDITIONS OF RFP

The Seller is required to give confirmation of their acceptance of the standard conditions of the Request For Proposal mentioned below which will automatically be considered as part of the contract concluded with the successful seller (i.e. seller in the contract) as selected by the buyer. Failure to do so may result in rejection of the bid submitted by the seller.

1. **Law.** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective date is the date on which Supply order is placed) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries, supplies and performance of the services shall commence from the effective date of the contract. In case of non-receipt of acknowledgement from the Seller within seven days, effective date of the Supply Order will be deemed as the effective date.
3. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of Undue Influence.** The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present contract or any other contract with the Dedicated Freight Corridor Corporation of India. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the buyer for showing any favour in relation to this or any other contract, shall render the seller to such liability/penalty as the buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the buyer.

5. **Agents / Agency Commission.** The Seller confirms and declares to the buyer that the seller is the original service provider of the services referred to, in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Dedicated Freight Corridor Corporation of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the buyer that the seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the buyer. The seller will also be debarred from entering into any service contract with Dedicated Freight Corridor Corporation of India for a minimum period of five years. The buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the buyer in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate.

6. **Access to Books of Accounts.** In case, it is found to the satisfaction of the Buyer that the Seller has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/agency commission and penalty for use of undue influence, the Seller, on a specific request of the buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of contract documents.** Except with the written consent of the buyer/ seller, the other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. The vendor will certify that all information and data available to him as a part of the project will remain the exclusive property of Dedicated Freight Corridor Corporation of India, and will not be disclosed to any person not authorized by. Failure to comply with this clause will make the vendor liable to action as per law. Non-Disclosure agreement is attached as **Annexure 'IV'**.

8. **Liquidated Damages (LD).** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, services, installation of equipment etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of **0.5% of the contract price** of the delayed/undelivered services mentioned above for **every week** of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. Contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer with applicability of LD (Liquidated Damages) clause.

10. Preference shall be given to those offers supplying within the prescribed delivery schedule, which shall be the essence of the contract.

11. **Termination of Contract.** The buyer shall have the right to terminate this contract in part or in full in any of the following cases:-

- (a) The delivery of the Licenses is delayed for causes not attributable to Force Majeure for more than three months after the scheduled date of delivery.
- (b) The seller is declared bankrupt or becomes insolvent.

(c) The delivery of Licenses is delayed due to causes of Force Majeure by more than three months provided Force Majeure clause is included in contract.

(d) The buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

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

13. **Transfer and Sub-Letting.** The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

14. **Patents and other Industrial Property Rights.** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The seller shall indemnify the buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The seller shall be responsible for the completion of the service including irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

15. **Amendments.** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.

16. **GST.**

(a) **General.**

(i) Sellers must indicate separately the GST likely to be paid in connection with delivery of complete service specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) If a seller is exempted from payment of GST up to any value of services offered from them, he should clearly state that no GST will be charged by them up to the limit of exemption which they may have if any concession is available in regard to rate/quantum of GST, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemptions from taxation authorities.

(iii) Any changes in GST by Central/State/Local governments such GST etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed re-imburement by the buyer to the extent of actual quantum of GST shall be re-imbursed to the buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller.

(iv) Levies, taxes and duties levied by Central/State/Local governments such as GST etc on final product will be paid by the buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by buyer and they may not be indicated separately in the bids. Sellers are required to include the same in the pricing of their product.

17. **Commercial Aspects.** Prices must be quoted on F.O.R. Destination basis by road inclusive of Packaging, Forwarding, Freight charges, Transit Insurance and any other charges as applicable. The consignee for the contract is **GGM/IT, Dedicated Freight Corridor Corporation of India**

18. Force Majeure Clause.

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of service under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as flood, fire, earth quake and other acts of God as well as war, military operation, blockade, acts or actions of state authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

PART IV – SPECIAL CONDITIONS OF RFP

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

1. **Performance Bank Guarantee.** The seller will be required to furnish a Performance Guarantee by way of Bank Guarantee through a Nationalized/ Indian Scheduled Commercial Bank.” Authorized to conduct govt business for a sum equal to **10%** of the contract value within 15 days of receipt of the confirmed order in favour of, **Dedicated Freight Corridor Corporation of India**. Performance Bank Guarantee should be valid up to 60 days beyond the expiry of warranty. The format for the same is at **Annexure ‘VII’**. The performance security shall be released 21 days after issue of performance certificate

2. **Advance Payments.** No advance payment(s) will be made.

3. **Paying Authority.** Payment will be made by Dedicated Freight Corridor Corporation of India. The payment of bills will be made on submission of the following documents by the seller to the paying authority along with the bill:-
 - (a) For payment following documents will be submitted:-
 - (i) Ink-signed copy of contingent bill / Seller’s bill.
 - (ii) Ink-signed copy of commercial invoice / Seller’s bill.
 - (iii) Copy of supply order/contract.
 - (iv) Copy of Performance Bank guarantee / Indemnity bond where applicable (10% of the cost of the project).
 - (v) Details for electronic payment viz account holder’s name, bank name, branch name and address, account type, account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - (vi) Proof of License activation.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:-
 - (a) The Lowest Bid will be decided upon the overall cost basis by excluding levies, taxes and duties levied by governments such as GST on final product as quoted by sellers.
 - (b) The Sellers are required to spell out the rates of GST, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST is intended as extra, over the quoted prices, the Seller must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Seller chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Seller is exempted from payment of GST upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Seller that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Sellers who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Sellers. The same logic applies to GST also.
 - (c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (c) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer.
2. **Price Bid** : The Price of license is to be quoted excluding any taxes. All other applicable taxes are to be mentioned separately.
3. **Placement of Order.** The Purchase Order will be placed on successful conclusion of negotiations on L1 firm. Once supply order is placed, it will be the Seller's responsibility to provide the licenses. Any additional cost incurred and for which the Seller has not quoted at the time of submission of the final offer will be borne by the Seller.
4. This Tender is being issued with no financial commitment and purchaser reserves the right to change or vary any part thereof at any stage. Purchaser also reserves the right to withdraw the Tender should it be so necessary at any stage.
5. Please acknowledge receipt.

Annexure 'I'

(Refers to Para 2(b)(i) of Part I of RFP)

TECHNICAL BID**PART I : BID COMPLIANCE STATEMENT**

Ser No	Qualitative Requirement	Compliance Yes/No	In case of non-compliance, deviation to be specified in unambiguous terms
1	(a) Whether OEM/Service Provider		
	(b) If No, whether Authorised dealer		
	(c) Supporting documents for (a)/(b)		
2	Whether Seller has submitted EMD in prescribed format		
	(a) If yes		
	(i) EMD amount correct		
	(ii) EMD submitted in the form of BC/BG/DD/FD only		
	(iii) EMD Details (aa) Bank _____ (ab) Ser No _____ (ac) Amount _____		
	(b) If No whether, Seller is exempted from submitting EMD		
	(c) If Seller is exempted, whether supporting documents/certificate is furnished.		
3	All terms and conditions agreed to by the Seller		

Annexure 'II'

(Refers to Para 2 (b)(ii) Part I of RFP)

EMD BANK GUARANTEE FORMAT

Whereas (herein after called the "Seller") has submitted their offer dated.....for the hiring of..... (hereinafter called the "Bid") against the Buyer's Request for proposal No..... know all men by these presents that weof..... having our registered office at..... are bound unto..... (hereinafter called the "Buyer) in the sum of.....for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of.....20.....

The conditions of obligations are –

- (a) If the Seller withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (b) If the Seller having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - (i) If the Seller fails to furnish the Performance Security for the due performance of the contract.
 - (ii) Fails or refuses to accept/execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 90 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
 (Signature of the authorized officer of the Bank)
 Name and designation of the officer

Seal, name & address of the Bank
 and address of the Branch

Annexure 'III'

(Refers to Para 2 (b) (iv) Part I of RFP)

TENDER CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To, _____
_____**SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.**

Tender Reference No : _____

Name of Tender/Work :

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work" from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I/we shall abide hereby the terms /conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. The Bid and its enclosures as submitted in physical form as mentioned in para 7 of part I of RFP is the true copy of the documents uploaded on www.ireps.gov.in
6. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against department in satisfaction of this condition.

Yours Faithfully,

(Signature of the Seller, with Official Seal).

Annexure 'IV' (Part I)

(Refers to Para 2 (c)(vi) of Part I of RFP)

PART – I : COMMERCIAL BID**INVITATION OF BIDS FOR SUPPLY OF FIFTEEN ADOBE ACROBAT PRO DC LICENSES**

Ser No	Qualitative Requirement	Compliance Yes/No	In case of non-compliance, deviation to specified in unambiguous terms
(a)	Validity of bids	Commercial bid should be valid upto 180 days from the last date of submission of the bid.	
(b)	Validity of EMD	EMD should be valid upto 180 + 45 days from the last date of submission of the bid.	
(c)	Supporting documents of RFP	All certificates as asked in the RFP are attached and their validity is also ensured as per RFP.	
(d)	Performance cum Warranty Guarantee.	The Seller will be required to furnish an Performance cum Warranty Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the Supply Order value within 15 days of receipt of the effective date of Supply Order. Performance cum Warranty Guarantee should be valid for 60 days beyond expiry of warranty.	
(e)	Liquidated Damages (LD) and other commercial terms and conditions agreed to	As per para 8 of part III of RFP	

Annexure 'IV' (Part II)
(Refers to Para 2 (c)(vii) of Part I of RFP)

Schedule of Deliverable and Price Quote

SN	Item	Rate / Unit (Rs.)	Quantity	Total Price excluding GST (Rs.)	Remarks
	Adobe Acrobat Pro DC Licenses”				
	Total of Price Quote =				
Total Cost excluding GST (In Words) _____					

NOTE:

1. Agency is required to quote their rates online in the given format of Excel Sheet on website www.ireps.gov.in/DFCCIL in terms **of the total cost excluding of GST**. Only rates quoted online shall be considered for Evaluation.
2. GST as applicable will be paid extra.

Annexure 'V'

(Refers to Para 2 (c)(viii) of Part I
of RFP)

ADDITIONAL CHARGES/DISCOUNTS

It is hereby certified that no Additional Charges Levied or Any Discounts Offered from the prices quoted in the enclosed BOQ, which will have financial implication on the bid value quoted by me.

OR

The following additional Charged Levied / Discounts Offered over and above the prices quoted in the BOQ which will have financial implication on the bid value quoted by me

- (i)
- (ii)
- (ii)

Date:

Signed by:
Official stamp:

Notes:-

1. Please strike out whichever is not applicable.
2. The certificate will be signed by the owner of the firm or any person auth to do so, on behalf of the owner.

The certificate will be scanned, digitally signed and uploaded along with the BOQ in the Cover II.

Annexure 'VI'

(Refer to Para 2 (b) (v) of Part I of RFP)

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)**MANDATE FORM****INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH CREDIT CLEARING MECHANISM****(To be submitted in duplicate)**

<u>S/No</u>	<u>Particulars</u>	<u>To be filled by Seller</u>
1.	Seller's Name	
2.	Particulars of Bank Account	
	(a) Bank Name	
	(b) Branch Name	
	(i) Address	
	(ii) Telephone No	
	(c) 9-Digit code number of the Bank & Branch appearing of the MICR cheque issued by the Bank.	
	(d) Account type(S.B. account/Current Account or Cash Credit) with Code 10/11/13	
	(e) Ledger No/Ledger Folio No	
	(f) Account Number (As appearing on the cheque book)	
	(In lieu of the bank certificate to be obtained as under. Please attach a blank cancelled cheque, or photocopy of a cheque, or front page of your savings bank passbook issued by your bank for verification of the above particulars)	
3.	Date of Effect	

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as participant under the scheme.

Dated:

(Signature of the Seller)

Certified that the particulars are furnished above are correct as per our records.

Bank's Stamp

Dated :

(Signature of the authorized/Official)

From the Bank

Annexure 'VII'

(Refers to Para 1 of Part IV of RFP)

PERFORMANCE-CUM- WARRANTY GUARANTEE FORMAT**From:****Bank** _____

To,

Managing Director
Dedicated Freight Corporation of India Ltd,
5th Floor, Supreme Court,
Metro Station Building Complex,
New Delhi 110001

Dear Sir,

1. Whereas you have entered into a Supply Order No. _____ dated _____ (hereinafter referred to as the said Supply Order) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said Supply Order to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Supply Order value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned Supply Order, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Supply Order. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3 In no case shall the amount of this guarantee be increased.

4. This Guarantee shall remain valid for **60 days** beyond the date of expiry of warranty.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred Supply Order or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____

Annexure 'VIII'

(Refers to Para 7 of Part-I of RFP)

INSTRUCTIONS TO THE SELLERS

Instructions for Online Bid Submission. Instructions to the Sellers to submit the bids online through the Central Public Procurement Portal for e-procurement at www.ireps.gov.in are as follows :-

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/sellers on the e-procurement /tender portal is a prerequisite for e-tendering.
2. Seller should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page; Portal enrolment is generally free of charge. During enrolment/registration, the sellers should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/sellers through email id provided.
3. Seller need to login to the site through their user ID/ password chosen during enrolment / registration.
4. Then the Digital Signature Certificate (Class II or Class certificates with signing key usage) issued by SIFY/TCS/inCode/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, Should be registered.
5. The DSC that is registered only should be used by the seller and should ensure safety of the same.
6. Seller logs in to the site through the secured log in by giving the user ID/Password chosen during enrolment/registration and then by giving the password of the e-Token/SmartCard to access DSC.
7. In case of limited tender the regd dealers/ the sellers invited to participate in the tender will receive a notification through e-mail with respect to tender and after log in the seller selects the tender and moves it to "my tenders". In case of open tenders the seller selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.
8. From my tender folder, the seller selects the tender to view all the details indicated.
9. After downloading / getting the tender document/schedules, the Seller should go through them carefully and then submit the document as asked, otherwise bid will be rejected.
10. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre-bid meeting if any.
11. Seller should take into account the corrigendum published before submitting the bids online.
12. It is construed that the seller has read all the terms and conditions before submitting their offer. Seller should go through the tender schedules carefully and upload the documents as asked: otherwise, the bid will be rejected.

13. The Sellers 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 sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

14. Seller, in advance, should get the bid documents ready to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xlx/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Sellers bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

15. Seller / should submit the EMD as specified in the tender. The original should be posted /couriered given in person to the Tender Inviting Authority (TIA), within the bid submission due date & time for the tender. Scanner copy of the instrument should be uploaded as part of the offer.

16. While submitting the bids online, the seller must read the terms & conditions and accept the same to proceed further to submit the bid packets.

17. The seller has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.

18. The details of the DD/any other accepted instrument, physically sent, should tally with details available in the scanned copy and the data entered during bid submission time. The submitted bid will not be acceptable if otherwise.

19. The seller has to digitally sign and upload the required bid documents one by one as indicated. Sellers must note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

20. The seller has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

21. 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 price Bid/BOQ template must not be modified/replaced by the seller, else the bid submitted is liable to be rejected for this tender.

22. The sellers are requested to submit the bids through online e-tendering system to the Tender Inviting Authority well before the bid submission date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faces submission of bids online by the sellers at the eleventh hour.

23. After the bid submission (ie after Clicking "Freeze Bid Submission " in the portal), the acknowledgement number, even by the system should be printed by the seller and kept as record of evidence for online submission, of bid or the particular tender and will also act as an entry pass to participate in the bid opening date.

24. The time setting fixed in the server mode & displayed at the top of the tender site, will be valid for all actions of requesting bid submission, bid opening etc in the e-tender system. The sellers should follow this time during bid submission.

25. All the data being entered by the sellers would be encrypted using PKI encryption techniques to ensure the secret of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

26. Any bid document that is uploaded to the server is subjected to synthetic encryption using a system generated symmetric key further this key is subjected to asymmetric encryption using buyers or the procurement officer's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

27. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

28. The seller 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.

29. For any queries regarding e-tendering process, the sellers are requested to contact TIA as provided in the tender document.

30. All the pages of Bid and unified commercial should have been duly signed by the seller/authorized representative and hard copy will be submitted in the office of TIA.

31. The undertaking to the effect that the terms and conditions stipulated in the tender documents is acceptable by the authorized signatory of the seller's registered firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the sellers.