

No. PRE/DW/872/01/2022

High Commission of India

Pretoria

NOTICE INVITING TENDER

Subject: Invitation to tender For Supply of Defence Equipment (Bullet Proof Jacket and Helmet).

The President of India acting through the High Commission of India in Pretoria requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for the supply of Defence Equipment (Bullet Proof Jackets and Helmets) at Maseru, Kingdom of Lesotho. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach **office of Defence Adviser, HCI, Pretoria, South Africa Telephone No.: +27 12 342 7597 ; email- in.dapretoria@gmail.com/psda@hicomind.co.za on or before 1700 hrs on 10 January 2023.** The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> <http://www.hcipretoria.gov.in>.

2. The objective of this Notice Inviting Tender is to select an appropriately qualified adequately experienced and India registered Contractor by the High Commission of India, Pretoria for supply of Defence Equipment (Bullet Proof Jackets and Helmets) at Maseru, Kingdom of Lesotho

3. **Location of Supply of Items:**

Ratjomose Barracks, PO Box 54, Maseru, Kingdom of Lesotho

4. **Scope of Work:**

Attached at Section IV (at Page 13)

5. **Period of Completion:** 45 days

6. **Submission:** The proposals (bids) should be submitted by courier in **three parts in separate envelopes and all three envelopes in one big envelope (i) EMD (ii) Technical Bid**, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; Technical Bids of those bidders, who have submitted EMD, will be opened by authorised signatory and **(iii) Financial Bid**, which should be as per the format given in this tender. The last date of submission of sealed bids is 1700 hrs on 10.01.2023 in the office of the Defence Adviser, High Commission of India, Pretoria, South Africa, Telephone No.: +27 12 342 7597, Email – in.dapretoria@gmail.com. Technical bids of those bidders, who have submitted EMD, will be opened by authorised signatory on 10.30 hrs on 11.01.2023 in the office of the Defence Adviser, High Commission of India, Pretoria. All pages of the submission document must be signed by authorised signatory.

7. **Selection Process:** Envelope B (Technical Bids) of those bidders who have submitted EMD will be opened at 1030 hrs on 11.01.2023 and financial Bid (Envelopes C) of only these bidders qualifying technical bid will be opened at 1030 hrs on 12.01.2023 in the office of Defence Adviser, High Commission of India, Pretoria. The technical and

financial bids of those bidders will not be opened who failed to submit EMD. EMD of those bidders will be forfeited if the bidder withdraws or amends its financial bids before concluding tendering process.

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Tender Documents

Tender Contents

A. Technical Bid Documents:

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

B. Financial Bid Documents:

Document II : Schedule of Quantity/ Items/ Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied.

Document III : Form of Tender - Financial bid letter (Section-VI)
(Lump sum fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Earnest Money Deposit (EMD/ /Guarantee, etc. (Section-VII)

* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

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Invitation to Tender

1. The President of India acting through the High Commission of India in Pretoria, invites Lump-sum Fixed Price Tender for supply of Defence Equipment (Bullet Proof Jackets and Helmets) at Maseru, Kingdom of Lesotho. The Lump-sum Fixed Price/ Amount tender shall be on the basis of following tender documents:

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for Bank Guarantee, etc.

2. The last date of submission of sealed bids is 1700 hrs on **10.01.2023** in the office of Defence Adviser, High Commission of India, Pretoria, South Africa Telephone No.: +27 12 342 7597, email: in.dapretoria@gmail.com Technical bids will be opened on **1030 hrs on 11.01.2023** in the office of Defence adviser, High Commission of India, Pretoria. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on **1030 hrs on 11.01.2023** in the office of Defence Adviser, High Commission of India, Pretoria. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Pretoria.

4. **Validity of tender** : Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

5. **Eligibility Criteria:**

5.1 **Permit:** The Tenderer should have valid permit/registration from a competent local authority and expertise for manufacturing of these items.

5.2 **Similar work:** The tenderer should have exported similar items during the last 7 years for at least (1) The value of one similar works of cost equivalent to Rupees 1200000/- that is 80% of Rupees 1500000 (ECPT) or (ii) Two similar works each of cost equivalent to Rupees 750000/- (50% of ECPT) or (iii) Three similar works each of cost equivalent to Rupees 600000/- (40% of ECPT). Similar items mean selling of defence items.

5.3 **Bank Solvency:** Certificate of Solvency for USD 6355.93 equivalent to Rupees 525000/- (As per conversion rate of 1 USD = 82.60 for Dec 22 fixed by GOI) certified by bank. The certificate should not be older than six months.

5.4 **Annual Turnover:** The annual turnover of the tenderer should be equal to or greater than Rupees 750000/- that is 50% of ECPT.

5.5 **Profit-Loss:** The tenderer should be a profit-making company. The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year. Documents regarding profit should be sent for authentication.

6. **Defects Liability Period:** Defects Liability period will be twelve months from date of completion of project.

7. **Performance Security:** 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work. Bank Guarantee shall be deposited within 15 days of issue of Letter of Intent. Letter of award of work shall be issued on receipt of performance guarantee. (Format of Performance Security is attached).

8. **Earnest Money Deposit:** The bidder shall submit amount USD 363.20 equivalent to Rs 30000 (As per conversion rate of 1 USD = 82.60 for Dec 22 fixed by GOI) in the form of Demand Draft or Bankers Cheque or Bank Guarantee (as per the attached format) or online payment to First National Bank, Account Number: 51060072414, Branch code: 251345

9. **Financial quote & variations:** Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

10. **Commencement:** The items should be delivered within Thirty (45) days from the date of issue of Acceptance letter or Letter of Intent. Such 45 days period being defined as the mobilization period.

11. **Completion:** The Period of Completion for the supply of items will be 45 days.

12. **Mobilisation Advance:** i) Maximum 10% of contract amount against equivalent Bank Guarantee. The mobilization advance shall be released only after obtaining a bank guarantee bond from scheduled bank for amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period of complete recovery. The advances shall not be released in less than 2 instalments.

(i) It shall be ensured that at any point of time, Bank Guarantee is available for outstanding advance.

13. **Arbitration:**

13.1 If any dispute, difference or question at any time arises between the Mission and

the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.

13.2 The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

13.3 The Arbitration will have its sittings in High Commission of India, Pretoria.

14. **Rejection:** High Commission of India, Pretoria, reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/ document shall render the bidder ineligible.

16. **Code of Integrity:** All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall also have to avoid the following prohibited practices such as (I) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

17. **Conflict of Interest:** The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.



(Nitin Kapoor)
Captain (IN)
Defence Adviser

Address: High Commission of India,
Pretoria- 0001, South Africa

Email: in.dapretoria@gmail.com

NOTICE INVITING TENDER

Subject: Invitation to tender For Supply of Defence Equipment (Bullet Proof Jacket and Helmet).

Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
Section -III	:	Terms and conditions of Contract
Section- IV	:	Specification of Items
Section- V	:	Schedule of Quantity
Section - VI	:	Form of Bid
Section - VII	:	Standard formats for Earnest Money Deposit (EMD) /Guarantee, etc.

1.2 **Cost of Tendering** – High Commission of India, Pretoria will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/ bid.

2. **Earnest Money Deposit / Bid Securing Declaration**– The bidder shall submit amount of USD 363.20 equivalent to Rupees 30000.00 (As per conversion rate of 1 USD = 82.60 for Dec 22 fixed by GOI) in the form of Demand Draft or Bankers Cheque or Bank Guarantee or online payment to First National Bank, Acocunt Number: 51060072414, Branch code: 251345 Before completion of tendering process, if any bidder amends or withdraws its bid, 50% of its EMD will be forfeited into Mission's account and if successful bidder failed to provide 5% of tendered cost as Performance Guarantee within the prescribed time, 100% of its EMD shall be forfeited.

2.1 **Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

2.1.1 The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

2.1.2 Bidders are required to quote Lump-sum fixed prices on “Form of Tender”. Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

2.1.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

2.1.4 The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be Indian Rupees only.

2.1.5 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

2.2 **Validity of Bid** - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

2.3 **Tender and Schedule of Quantities**

2.3.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items.

2.3.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

2.3.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work.

2.3.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment.

2.3.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

2.4 **Final Tender Price** - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

2.5 **Errors and Rectification:**

2.5.1 In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

2.5.2 If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

2.5.3 If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

2.6 **Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with '**Invitation to tender For Supply of Defence Equipment (Bullet Proof Jacket and Helmet) at Maseru, Kingdom of Lesotho**' which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII. This envelope is to be super-scribed as "**EMD**".

Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "**Technical Bid**".

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "**Financial Bid**".

2.6.1 The last date of submission of sealed bids is 1700 hrs on 10.01.2023 in the office of Defence Adviser, High Commission of India, Pretoria, Telephone No.: +27 12 342 7597, email: in.dapretoria@gmail.com

2.6.2 The date and time for submission may be deferred by an official notification in writing issued by the High Commission of India, Pretoria to all Bidders. Tenders received after this date will not be considered.

2.6.3 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

2.7 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the High Commission of India, Pretoria. The High Commission of India, Pretoria may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

2.8 Amendments to Tender Document - At any time prior to the date of opening of the tender, the High Commission of India, Pretoria may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the High Commission of India, Pretoria

2.9 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact tender evaluation committee, High Commission of India, Pretoria, South Africa Telephone No.:+27123427597; email-psda@hicomind.co.za

2.10 All information requested by and supplied to one bidder will be supplied to all bidders.

2.11 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the High Commission of India, Pretoria, as to the meaning of anything connected with the Tender Document.

2.12 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

2.12.1 If tenderer sets forth any conditions which are unacceptable to the High Commission of India, Pretoria

2.12.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

2.12.3 If there is evidence of collusion between Bidders.

2.12.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

2.12.5 If Bid price is disclosed or become known before opening of Financial Bid.

2.13 Compliance with Laws and Regulations and Pricing of Schedule of Quantities -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

2.14 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the High Commission of India, Pretoria

2.15 No Escalation of Price - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

2.16 Payments:

- 2.16.1 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the High Commission of India, Pretoria
- 2.16.2 The detailed work schedule and the payment schedule would be furnished by the Contractor to the High Commission of India, Pretoria, who will approve it before it forms part of the agreement.
- 2.16.3 However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the High Commission of India, Pretoria, the progress payment shall be made by the High Commission of India, Pretoria on the basis of status of delivery of items.
- 2.16.4 All permissible deduction shall be affected during the Progress Payment, in line with the provisions of the Contract.

2.17 High Commission of India, Pretoria, Right to Waive - The High Commission of India, Pretoria, reserves the right to waive any deficiency in any tender where such waiver is in the interest of the High Commission of India, Pretoria, except that no proposal will be accepted if the Earnest Money Deposit (EMD) or / any of the preceding statutory documents was not submitted with the tender.

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Subject: Invitation to tender For Supply of Defence Equipment (Bullet Proof Jacket and Helmet).

Section-II

3 Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

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Section-III

4. Terms and Conditions of Contract

4.1 Quoted price is final fixed lump-sum price inclusive of all taxes except VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

4.2 **Quoted Price shall be exclusive of VAT.** The quoted price of items should include lump sum charges for Labour/transportation.

4.3 Period of delivery of items is 45 Days.

4.4 **Liquidated damages** shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on day-to-day basis.

4.5 **Defects liability period** shall be as per Warranty Period of the equipment and 365 days from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/ replace the defective item which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/ rectification/ replacement of defective item of work or workmanship, the High Commission of India, Pretoria shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the High Commission of India, Pretoria.

4.6 **The Tenderer shall Guarantee Among other Things, the following:-** Quality, strength and performance of the materials used.

4.7 **Payment:-** Payment may be released through Running Account Bills and strictly linked with delivery of items as per the following schedule:

4.8.1 Mobilization Advance of 10% shall be released in two equal instalments against Bank Guarantee of equal amount drawn in favour of High Commission of India, Pretoria. Also remaining amount shall be paid in Running Account (RA) bills.

4.8.2 Remaining payment will be made after delivery of items.

4.9 No escalation on rates due to delay in works shall be admissible.

4.11 **Specification:** The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or

equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

4.12 Non-Completion of work: In case of non-delivery of items within stipulated time or within approved extended time, the High Commission of India, Pretoria shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.

4.13 Force Majeure and EoT Clause: In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

4.14 Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

4.15 On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

4.16 Validity of the Contract: This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement, to not be later than 180 days.

4.17 Additional Work: High Commission of India, Pretoria shall not allow any claims for additional work performed by contractor unless the additional work is authorized by High Commission of India, Pretoria in writing prior to the performance of the additional work or the incurrance of additional expenses. Any additional work authorized by High Commission of India, Pretoria shall be compensated at a rate mutually agreed to by the parties.

4.18 Termination of Contract: The High Commission of India, Pretoria may terminate this contract, by giving a written notice of minimum 30 days to the service provider being unable to perform a particular portion of the services for a period of more than 15 days.

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Section-IV

5. Specifications of the items

Bullet Proof Jacket (65% cost of tender)

Ser No	Description	Remarks
(a)	Type- basic Entry Level Item	
(b)	Safety Level (II-IV) (for example AK 47 etc)	
(c)	Weight (light weight preferred)	
(d)	Size	Large/ Medium/ Small
(e)	Colour	Camouflage/ Blue/ Black

Military Helmets (35% cost of tender)

Ser No	Description	Remarks
(a)	Type- basic Entry Level Item	
(b)	Safety Level (II-IV) (for example AK 47 etc)	
(c)	Weight (light weight preferred)	
(d)	Size	Large/ Medium/ Small
(e)	Colour	Camouflage/ Blue/ Black

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Section-V

6 Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

Note: Please refer to Section-I of the document

6.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for delivery may be added in the Schedule of Quantities with full nomenclature of the item.

6.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of items to be delivered.

6.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities.

6.4 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the delivery of the items.

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Section-VI

7 Form of Tender

(To be submitted by the bidder)

To: High Commissioner of India,
High Commission of India, Pretoria

We have examined tender conditions and general conditions under which the supply of the items to be carried out. We offer to execute and complete the delivery and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of: Rupees 1500000 inclusive of VAT.

If this offer is accepted, we will supply the item as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

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Section-VII

8 Bank Guarantee Proforma for Earnest Money Deposit

Bank Guarantee No:.....

Brief Description of Contract: **Invitation to tender For Supply of Defence Equipment (Bullet Proof Jacket and Helmet).**

Name & address of Beneficiary: High Commission of India, 852 Francis Baard Street, Arcadia, Pretoria

Date:

Whereas M/s **(Name of Contractor with Address)** have submitted their tender for **supply of Defence Equipment (Bullet Proof Jacket and Helmet).**

and one of the tender conditions is for the M/s **(Name of Contractor with Address)** to submit a Bank Guarantee for Performance Security amounting to USD 363.20 equivalent to Rs 30000 (As per conversion rate of 1 USD = 82.60 for Dec 22 fixed by GOI). In fulfilment of the tender conditions, we, **(Name of Bank with address)** hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your written demand, without any demur whatsoever and without seeking any reason, whatsoever, up to the maximum aggregate amount of USD 363.20 equivalent to Rs 30000 (As per conversion rate of 1 USD = 82.60 for Dec 22 fixed by GOI).

2. This guarantee is valid for a period of **180 (one hundred and eighty)** days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary, contained here above, the maximum liability, under this guarantee, is restricted to USD 363.20 equivalent to Rs 30000.00 (As per conversion rate of 1 USD = 82.60 for Dec 22 fixed by GOI)

4. Notwithstanding anything to the contrary, contained here in above, this guarantee, is valid from **(date of issue)** up to the **(date after 180 days from date of issue).**

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

Date:
Name:

Place:
Signature:

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Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: Invitation to tender For Supply of Defence Equipment (Bullet Proof Jacket and Helmet).

Name and Address of Beneficiary: High Commission of India, 852 Francis Baard Street, Arcadia, Pretoria, South Africa

Date:

Whereas M/s (Name of Contractor with address) have submitted their tender for: **Invitation to tender For Supply of Defence Equipment (Bullet Proof Jacket and Helmet)**, and one of the tender conditions is for the M/s (Name of Contractor with address) _____ to submit a Bank Guarantee for Performance Security amounting to (5% of contract value). In fulfilment of the tender conditions, we, (Name of Bank with address) _____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of (*To be indicated in USD by the Mission/Post calculated as 5% of the tendered cost*).

2. This guarantee is valid for a period of 60 Days after the date of completion of work and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (*To be indicated in Rupees by the Mission/Post calculated as 5% of the tendered cost*)

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (date of issue) _____ up to the (date should be two months after the date of completion of work) _____ and claims under this guarantee should be submitted not later than (from date of expiry) _____.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the South Africa and shall be subject to exclusive Jurisdiction of the South Africa Courts.

Date:

Place:

Name:

Signature: