



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railway)
HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700043,
TEL (033) 2439-7415/4114/6613/7413, FAX : 91 (033)2439-5607 / 2439-7632.
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CIN: U74210WB1976GOI030798

OPEN TENDER NO. BCL/RD/LABOUR /AW/2018

November 19, 2018

“SEALED OFFERS ARE INVITED FOR ENGAGEMENT OF CONTRACTOR FOR SUPPLY OF VARIOUS CATEGORIES OF LABOURS FOR EXECUTION OF DAY-TO-DAY ACTIVITIES AT DIFFERENT DEPARTMENTS IN BCL’S ANGUS WORKS AS PER TENDER CONDITION.”

A. Sale of Tender Document, Closing of Tender Box & Opening of Tender:

- Any working day (Except Sunday & holiday) between 10.00 AM to 2.00 PM from 19.11.2018 to 10.12.2018 against payment of Rs.1000/- (non-refundable) by Demand Draft / Pay order drawn in favour of 'Braithwaite & Co. Ltd.' and payable at Kolkata. However, bidders who are registered with NSIC / MSME or registered with DGS & D for items tendered or for PSU units, submission of tender cost is exempted for them.

Bidders who are interested to participate in the tender may also download the tender document from our Website 'www.braithwaiteindia.com', for which they have to submit cost of the tender document of Rs.1000/- (Non- refundable) through Pay Order / DD along with techno-commercial offer (Part-I). No offer shall be accepted after closing of tender box at specified date & time. Tenders found without tender fee shall also rejected.

- Closing of Tender Box (Due Date) **10.12.2018 at 2.30 P.M.**
- Opening of Part-I Bids : Techno-commercial Bids (i.e. Part-I Bids) shall be opened on 10.12.2018 at 3 P.M.

- B.** The interested bidders are required to submit the offer in two bid systems i.e. Techno-commercial Bid & EMD (Part-I) and Financial Bids (Part-II) separately. The bids in **Sealed Cover-I** containing “Techno-commercial Bid & EMD” and another **Sealed Cover-II** containing “Financial Bid” should further be placed in a **third sealed cover** super scribed “**TENDER FOR SUPPLY OF DIFFERENT CATEGORIES OF LABOURS AT ANGUS WORKS, Open Tender No. BCL/RD/LABOURS/AW/2018 dated 19.11.2018, Box No.1 and Due date 10.12.2018**”.

Sealed Tender, addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road and Kolkata-700 043.

The bidders may send their offer either through speed post or courier or alternatively they may also drop their bid document in the **Tender Box No. 1** (kept at main entrance of the office) within the due date. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

Techno-commercial Bid and Price Bid shall be opened separately. Techno-commercial Bid & EMD (Part-I) shall be opened on 10.12.2018 at 3.00 P.M. During opening of Techno-commercial Bid (Part-I), and Price Bid (Part – II), the bidders may depute their authorized representative to be present as witness. The Time and Date of the opening of PRICE BIDS will be intimated only to those Bidders, whose Techno-commercial Bid is accepted after evaluation of details and documents furnished in Techno-commercially bids. No correspondence in this regard will be entertained. Tender in whom both Techno-commercial Bid and Price Bid are found in the same envelope is liable to be rejected.

For **BRAITHWAITE & CO. LIMITED**

C. DESCRIPTION OF JOB:

Supply of different category of labours on temporary basis for execution of day-to-day activities of Machine Shop job, Maintenance job, official jobs and other miscellaneous job in Angus Works.

Category-wise labour requirements for Angus Works are as follows:

Category of labours	Total no. of heads
High Skilled	09
Skilled	25
Semi- Skilled	15
Total	49

The above quantities are maximum and may vary depending on actual requirement from time to time. Trades of above categories shall be as decided by BCL - AW from time to time depending upon deployment.

D. ELIGIBILITY CRITERIA:

The tenderer shall meet the following conditions of eligibility and submit the relevant documents along with Techno commercial Bid:

1. **FINANCIAL ELIGIBILITY:**

The bidder should have average turnover of Rs. 50.40 lakh during last three years ending on 31.03.2018 and also should have earned net profit in any of the last three years. The bidder should submit a copy of audited / chartered accountant certified Balance Sheets and Profit & Loss accounts for the last three years ending on 31.03.2018. The bidder should also have positive net worth as on 31.03.2018.

2. **TECHNICAL ELIGIBILITY:**

i) Experience of having successfully executed similar works (defined below) during last (7) seven years ending 30.10.2018 fulfilling any of the following criteria.

Three similar executed works each costing not less than Rs.67.20 lakh.
OR Three similar work consisting of 20 heads in each job.

OR

Two similar executed works each costing not less than Rs.84 lakh.
OR Two similar work jobs consisting of 25 heads in each job.

OR

One similar executed work costing not less than Rs.134.40 lakh.
OR One similar work consisting of 39 heads in the job..

The term "**similar works**" shall mean supply of manpower to Industries / Factories / Workshops in manufacturing / engineering sector / PSU Industries.

ii) Bidder should submit a copy of Work Order / Purchase Order and supporting document for completion of job that the tenderer has successfully executed the labour supply job and fulfilling the above technical eligibility condition.

iii) In case bidder has already worked in any unit of Braithwaite & Co. Ltd. for similar / labour supply job during last three years, the bidder should enclose copy of relevant documents along with Performance Certificate issued by In-charge of the concerned works evidencing satisfactory execution of the awarded job.

iv) The tenderer should have minimum two years experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least two clients.

E. SITE VISIT:

Before quoting, bidder must visit Angus Works of BCL and contact Personnel & Administration Department of Angus Works for any query relating to jobs to be performed, payment of wages, duty & other allowance etc. of different categories of labours. Bidder should ensure / understand the nature of jobs to be performed by him. Accordingly, the bidder **must give a declaration separately** in the Techno-commercial bid that he has understood the job(s) & the obligations to be performed under the contract, if awarded, and rates quoted accordingly.

F. TECHNO-COMMERCIAL BID & EMD (PART-I):

The Tenderer should submit the following documents / declaration along with Techno-commercial bid, which is required in support of eligibility and qualification:

- (1) The copy of Firm's Registration / Incorporation Certificate with relevant authority.
- (2) Copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (3) Statement of average annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (4) Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.
- (5) EMD of required amount as per Clause.
- (6) Copy of GST registration certificate, Employee Provident Fund (EPF) and PAN card.
- (7) Copies of work Orders and Client's Satisfactory Certificates in support of qualification criteria given in Technical Eligibility.
- (8) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.
- (9) **Earnest Money Deposit (E.M.D.): Rs.1 LAKH (Rupees One Lakh Only)**
 - i. Earnest Money Deposit of Rs.1,00,000/- is required to be submitted by Demand Draft / Pay Order / Bank Guarantee in favour of Braithwaite & Co. Limited, payable at Kolkata. In case of bank guarantee, the validity period should initially be 120 days from the date of opening of Tender. No offer will be accepted without EMD except exemption as mentioned in the tender. However, for SSI Units with valid single point registration with NSIC for the tendered item, payment of EMD can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered. EMD is also exempted for vendors registered with RDSO / D.G.S.D. PSU bidders are also exempted from submission of EMD.
 - ii. Earnest Money lodged by unsuccessful bidder and shall be refunded / released to them without any interest after finalization of a tender. For successful bidder, entire amount of EMD shall be retained by the company, till completion of supply or if so decided by the tenderer adjusted against security deposit.
 - iii. EMD will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and/or if the price is escalated later within the period of validity of their offer.
 - iv. No offer will be considered without EMD except for the exemptions specified in the tender document.
- (10) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated.
- (11) Offer should remain valid for 90 days from the date of opening of this tender.
- (12) Submission of improper Bank Guarantee will lead either rejection of offer or cancellation of order.
- (13) Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee may demand further clarification, if required.
- (14) The tender is not transferable.
- (15) Bidders are requested to submit their price in a separate envelope as per the Price Bid Format given in a separate sheet.
- (16) Tender will be consider cancelled if the documents required for Part-I & Part-II bids are not placed in proper / respective envelope.
- (17) Bidders shall have to comply will all statutory responsibilities with regard to Contract Labour (R & A) Act, EPF Act and Bonus Act.
- (18) An unconditional acceptance of tender terms & conditions is to be given along with Techno-Commercial Offer (Part-I).
- (19) Bidders shall submit a copy of un-priced bid (i.e. a copy of price bid without any price figure in relevant columns, but marked quoted) along with Techno-Commercial Bid.
- (20) Bidder shall note that in case prices are quoted in Techno-Commercial Bid, such offers will be rejected.
- (21) NSIC / MSME /SSI registered bidders should submit copy of their valid registration documents along with indication of ownership (i.e. whether SC / ST). In case the owner is of SC/ST category, copy of necessary document is to be submitted in Techno-Commercial Bid.
- (22) BCL will split the order among L1 bidder and another one bidder in the ratio of 60:40 basis through issue of counter offer at L1 rates and such counter offer shall be in order of L2, L3, L4... etc. In case counter offer is not accepted by L2, L3, L4 etc. entire order will be placed on L1 bidder.

G. GENERAL TERMS & CONDITIONS:

- 1) The workman to be engaged by the contractors shall be suitable for the job to be given from time to time and fitness shall be certified by concerned authority of BCL.
- 2) Normal duty hours shall be 8 hrs. (General or shift duty) and as per requirement of respective department. However, there shall be no extra hour payment against the job.
- 3) Rate of each category should not be less than the current Minimum Wages as per Minimum Wages Notification, Government of West Bengal-Wages Rules & Regulation. The minimum wages to the deployed labour shall be applicable time to time as per Minimum Wages notification. Bidders are advised to adhere the same. Accordingly, the contract price shall be subject to adjustment to this effect from time to time during currency of the contract.
- 4) Supply of labours (High Skilled /Skilled/Semi-Skilled/Un-skilled) shall be as per the above requirement and for execution of day-to-day routine jobs in Machine Shop, canteen, purchase deptt, Maint. Deptt. & other departments will be as per the directive of In-charge of Angus Works / Respective Department official of Angus Works.
- 5) The workers to be employed by the contractor shall be competent in their respective occupations and the workmanship shall be of the highest standard and to our Engineer / Official's satisfaction.
- 6) The contractor, will, on the instruction of our authorized representative, dismiss any person employed thereon by him, who may, in the opinion of our authorized representative, be incompetent or the contractor shall not encourage misconduct himself and such persons shall not be engaged further without the written permission from authorized representative of BCL.
- 7) Housing and Traveling expenses to Contractor's Staff and labour shall be at their cost.
- 8) Contractor will be responsible to supply safety gadgets (PPE) to his employees and take care of adequate safety on the job.
- 9) Contractor will be required to provide a full time competent Supervisor for supervision of jobs entrusted to deployed workmen in respective areas of Angus Works.
- 10) Jobs shall have to be carried out by deployed workmen in accordance with advice of Production Engineers of Angus Works to enable the production in works remain uninterrupted.
- 11) Contractor shall fulfill all statutory obligations, which shall also include the following:
 - (a) Contract Labour (Regulation & Abolition) Act, 1970
 - (b) Contract Labour (Regulation & Abolition) Rules
 - (c) E.S.I. Act and Scheme
 - (d) Provident Fund Act, 1952.
 - (e) Bonus Act
 - (f) West Bengal Welfare Fund Act.
- 12) Contractor will maintain necessary registers as prescribed by the various Acts in respect of his employees at his cost. He will also comply with all other Labour Laws, Rules, Regulations and Directives in force or framed / issued from time to time by concerned authority, applicable to the works for which, no extra charges will be paid by us.

Contractor shall obtain necessary labour license issued by Labour Department, Govt. of West Bengal, for working in BCL's workshop for the tendered job during commencement of the work. Such license shall have to be submitted to BCL's P&A Deptt. – AW, failing which BCL reserves the right to take penal actions as deemed fit against the contractor.
- 13) Timely payment to the labours to be supplied by the contractor is the essence of the contract. The contractor should ensure the payment of wages to their Contract Labour engaged for the job within 10th of every subsequent month. Any delay for whatsoever reasons shall be viewed seriously and BCL reserves right to terminate the contract, if required.

The Contractor shall pay the wages to their employee on or before the 10th of every succeeding month **through Digital mode / Cheque**, irrespective of delay in payment of Bill by BCL for whatever reason. Wages payable shall not be less than the minimum wages as declared by the Government of state of West Bengal from time to time;. At the time of submission of bill, contractor shall submit workers EPF number and proof of submission of EPF, ESI etc corresponding to the particular employee (s) as applicable every month, deployed by him at BCL. While depositing the applicable ESI and EPF amount in the account of respective employee, it shall be the sole responsibility of the contractor to comply with all the prescribed provisions of Labour Rules/Laws and Act.
- 14) BCL – AW reserves the right to fix up the working days / timings of contractor's workmen from time to time as per requirement / exigency.
- 15) A register is to be maintained daily for daily induction of labour, which is to be certified by concerned department personnel of Angus Works.

- 16) No canteen facility will be provided by Braithwaite. Arrangement of meals & Tiffin if any for contractor's employees will have to be made by the contractor from outside at his own cost.
- 17) The employees of the contractor should follow all the instruction given to them by respective BCL officers of AW while doing the job at our works.
- 18) Period of contract: The period of contract of the job shall be for 2 (two) year periods and the same may be extended for another 1 (one) year period (as per discretion of BCL) subject to satisfactory performance of the contractor.
- 19) Security Deposit: For due fulfillment of contractual obligations, the successful bidder shall furnish Security deposit within 15 days of receipt of Purchaser order in the form of Bank Guarantee (as per format provide by BCL)/ Demand Draft / Pay order, valid till completion of contract period. The amount of Security Deposit will be 5 % of contract value.
- The proceeds of the Security Deposit or proceeds on invocation of BG shall be payable to the purchaser as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
 - Security Deposit will be discharged and returned to the contractor on successful completion of the contract.
 - As and when an amendment is issued to the contract, the contractor shall within 15 days of receipt of such an amendment furnish to the purchaser an amendment to the security deposit and / or Bank Guarantee rendering the same valid for the contract as amended.
 - Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of Security is to be deposit by the successful bidder on receipt of Purchase order. Balance 50% may be received from running bill.
 - Security Deposit may be exempted for NSIC, SSI, RDSO / D.G.S.D registered bidders and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.
- 20) Performance Bank Guarantee: The contractor shall also submit a performance Bank Guarantee for a sum equal to 5% of contract value after receipt of order and before receipt of first payment. The performance Bank Guarantee shall remain valid up to the contract period. However, Security Deposit, if submitted, can be converted to Performance Guarantee.

NOTE: (1) *In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD/PBG per month or per thereof will be applicable for the delay period which will be deducted from party's bills.*

(2) *MSE vendors may opt for submission of S.D or PBG as per their choice.*

- 21) The operating authority of the contract resulting from this tender shall be as under:
- a. For supply of labour related to Maintenance Dept.-
In-charge-Maint. Or his authorized representative of AW.
 - b. For supply of labour related to Production, Stores etc. -
In-charge (production) Or his authorized representative of AW
 - c. For supply of labour related to Personnel & Administration job & others -
In-charge of Personnel & Administration Or his authorized representative of AW .
- The contract shall be operated as per following methodology:
- i. Requirement of supply labours for deployment on day-to-day / monthly basis as decided by operating authorities of BCL shall be informed to contractor from time to time.
 - ii. Attendance records along with normal duty hours and extra hours shall be maintained by the supervisor which will be verified / certified by respective Operating Authorities.
 - iii. Job allocation of supply labour shall be as per discretion of respective Operating Authorities.
- 22) The purchaser reserves the right to increase or decrease the ordered quantity / period up to 30% during the currency of the contract at the same rate & terms.
- 23) Penalty Clause: The contractor shall ensure minimum availability of 90% of supply labour on each day as per requirement to be indicated to him from time to time. In case availability of supply labour falls below 90%, there shall be a proportionate deduction from the bills of the contractor.
- 24) Risk Purchase: In the event of failure on the part of the contractor to execute the job as per contract schedule or the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to execute the job from other agency / agencies at contractor's Risk and Cost as per the order on 'Risk Purchase' basis and shall recover the extra cost thereof, if incurred, from the contractor.

- 25) **Arbitration:** All questions, disputes or differences whatsoever shall arise between the purchaser and the contractor / supplier upon or in relation to or in connection with the contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudicator of sole arbitrator. CMD shall have the right and authority to appoint an arbitrator who is not connected with either party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata

- 26) **Payment Terms:** Payment will be made with 30 days credit from the date of receipt of bill, duly certified by Sr. Manager (Maint.) OR DGM (Foundry) or any of his authorized representatives of Angus Works based on certification of respective departments along with Wage Sheet, Attendance Sheet etc., and all other required documents.

- 27) Any accident / injury caused to your workmen will be your responsibility. Braithwaite, in no case, will be held responsible for any such incident and no claim / compensation for such incident will be entertained.

- 28) In no case, Braithwaite will be held responsible with reference to statutory obligations.

- 29) **The following provisions regarding GST shall be required for the subject job.**

- Party has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN No.
- Party has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.
- BCL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by BCL is ensured.
- Bidders should mention the GST rates with Service Accounting Code (SAC) as prescribed in GST in all invoices.

- 30) **Rate:**

- (a) Bidders should quote their **RATE** as per price bid format.

- (b) The remuneration of their employee should not be less than prevailing labour rates as notified by W.B. Govt.. **If the bidder quotes wages less than the Minimum wages, his/her bid shall be rejected summarily.**

- (c) BCL shall reimburse the GST as extra, as applicable as per rule against documentary evidence. Hence, **bidder quoted rates shall not include GST.**

- (d) The reimbursement of Bonus for the contract period will be paid to the contractor by BCL considering the yearly bonus amount of Rs.7000/-.

- (e) The bidder should quote their rates on **man-day basis**.

- (f) Bidder shall quote their Service charge on **Lump-sum basis** as per price bid format. The offered **Service charges shall remain constant** and will not vary in case of amendment of price due to Minimum Wages revised during currency of the contract.

- (g) The contractor shall bear all expenses regarding **Uniforms, Safety Equipment (PPE), 7 Nos. festival holidays in a calendar year as paid holidays etc.** to personnel engaged by him and abide by the provisions of **various labour legislation including weekly off and working hours.**

Note: *No extra payment shall be paid to the contractor towards providing the above equipment / items as mentioned. He has to manage above items / equipments within the quoted Service Charges.*

- (h) Rate should not be less than the current Minimum Wages as per Minimum Wages Notification, Government of West Bengal-Wages Rules & Regulation. The minimum wages to the deployed labour shall be applicable time to time as per Minimum Wages notification of Govt. of West Bengal. Bidder / Contractor shall adhere to the same. However, rates quoted shall be subject to adjustment with the implications of differential amount along with impact of PF, ESI & Bonus thereon as per Minimum Wages circulars of Govt. of West Bengal from time to time. The bidder should quote rates as per price bid format considering current minimum wages.

31) **Evaluation of Tenders:**

- (a) The Tender Committee shall evaluate the techno-commercial bids with reference to technical requirements (as per qualifying criteria) and various other commercial criteria given in the tender document.
- (b) The technically qualified bids shall be further considered for opening and evaluation of financial bids
- (c) Lowest Bid shall be evaluated on the basis of Lowest Total Amount received from a bidder.

32) **Termination of Contract:**

- (a) BCL reserve the right to terminate the contract(s) / order (s) by giving 15 (Fifteen) days notice in case of poor performance of the contractor / non-compliance of contractual obligations.
 - (b) In case the contractor fails to commence/execute the work as stipulated in the contract or gives unsatisfactory performance or does not pay the wages or does not meet the statutory requirements of the contract, BCL reserves the right to cancel the whole contract or part thereof and withhold the contract and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.
 - (c) During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property, contractor shall replace immediately the said employee.
- 33) In case of cartel formation following terms shall be maintained:
Wherever all or most of the bidders quote equal rates and cartel formation is notices, BCL reserve the right to place order on one or more bidders with exclusion of the rest without assigning any reasons thereof.

PART-II: PRICE BID

1. Price Bid should be submitted in the following format:
2. This part must be free from any condition.
3. Rate(s) should be quoted both in words & figures. Service charge shall be quoted in Lump-sum value for each category of labour (High Skilled, Skilled, Semi Skilled & Un-skilled category labour) considering all the expenses as mentioned above in Sl. No. 30 (g). and the same shall be valid throughout the contract period.
4. BCL shall reimburse GST as extra, as applicable as per rule against documentary evidence. Accordingly, bidder's quoted rates shall not include GST.

PRICE BID FORMAT:

Category of labour & No. of head	Period of the contract	Rate per man-day (maintaining Minimum wages including all statutory liabilities like P.F, ESI, Bonus & West Bengal labour Welfare Fund etc.)	Service charge (Lump-Sum) per man-day (including all expenses like Uniform, Safety Equipment (PPE, 7 Nos. holidays)	Total Amount per man-day	TOTAL AMOUNT (Excluding GST)
(A)	(B)	(C)	(D)	E = (C) + D)	T = [26 x (A) x (B) x (E)]
High Skilled - 09	24 months				
Skilled - 25					
Semi-Skilled-15					

Note:

Where, (A) = No. of head of the respective category of labour

(B) = Period of the contract

(E) = Total Amount per man-day

The total amount as mentioned above considering the 26 working days in a month including weekly rest days. However, payment shall be made on actual attendance basis.

The bidders shall submit break up of their quoted Rate Per Man-Day (c) and that shall not be considered for evaluation. However, the same shall be considered during amendment time to time due to increase of minimum wages.

The offered Service charges shall remain constant and will not exceed incase amendment of price due to Minimum Wages revised during currency of the contract.

DECLARATION OF THE TENDERER

Annexure

Ref. Your Open Tender No. _____ dated _____

To,

1. I / We _____ am/ are hereby visit the site at Angus Works and contact Sr. Manager (Maint.) / DGM (Foundry) & Personnel Deptt. of for the LABOUR SUPPLY jobs to be performed by us.
2. We, the undersigned have examined the above mentioned Tender document. We now offer to deploy various categories of labours to perform duties as mentioned in the tender and at the rates as mentioned in our financial bid.
3. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us.
5. We confirm that we do not stand de-registered/banned/blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.
6. The information / documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage.
7. I / we have carefully read and understood all the terms and conditions of the tender specified in above mentioned Tender Document, including amendment/ corrigendum if any and hereby agree / convey my unconditional acceptance of the same.
8. I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of
_____ **(Name of Tenderer)**

N.B : The above tender form, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Date :

Place :