

**RFP FOR RATE CONTRACT WITH**  
**THIRD PARTY INSPECTION AGENCY**  
**FOR**  
**INSPECTION OF DEFENCE STORE**  
**MANUFACTURED BY PRIVATE**  
**INDUSTRIES**

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**RFP FOR RATE CONTRACT WITH THIRD PARTY INSPECTION AGENCY FOR INSPECTION OF DEFENCE STORE MANUFACTURED BY PRIVATE INDUSTRIES**

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**SECTION -I**

**QUALIFICATION AND ELIGIBILITY REQUIREMENT**

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## SECTION - I

### QUALIFICATION AND ELIGIBILITY REQUIREMENT

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1.1		<b>General</b>
	1.1.1	The bidding organization should be registered with DGQA as Third Party Inspection agency (TPIA) for the specific activity it is participating.
	1.1.2	The bidder shall be capable of meeting Directorate General of Quality Assurance (DGQA) & Order Placing Authority (OPA) requirements with high degree of accuracy and timelines.
	1.1.3	The bidding agency should have valid accreditation by QCI for Certification/Conformity Assessment pertaining to Quality Management System (QMS) of manufacturers (ISO 9001: 2015).
	1.1.4	The bidding agency should have valid accreditation for Certification of "Conformity Assessment-Requirements for the Operation of Various Types of Bodies Performing Inspection as per IS/ISO/IEC 17020:2012"
	1.1.5	The bidding agency should have valid approval by QCI for ZED Maturity Assessment Model, initially provisionally approved and later formally accredited by NABCB(for capacity verification). & Approved by DC, MSME(for MSMEs)[in cases involving Capacity Assessment & Certification Task outsourced to TPI(where applicable)
	1.1.6	The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Bidder shall have direct access/ possession of the latest applicable International/ National standards & specifications. Departmental specifications shall be obtained from respective AHSP. JSS/JSG specifications shall be obtained by TPIA from Dte of Standardisation/AHSP.
	1.1.7	The bidder shall be equipped with all modern modes of communication (high speed broad band) and IT related wherewithal and compliant to ISO/IEC 27000 standards.

Clause Nos.		Contents
1.2		<b><u>Minimum Qualifying Requirement</u></b>
	1.2.1	The bidder should have countrywide network to attend to inspection call within three working days from the date of receipt of inspection call letter from vendor.
	1.2.2	Competency of Surveyors/ Inspectors.
	1.2.2.1	The Surveyors/ Inspectors shall have minimum five years (eight years in case of Diploma Holders) of post qualification work experience including experience with at least two years of work in the relevant Industry Sector in appropriate activities. <b>or</b> Min 50 man-days of Consulting /Certification Auditing/Maturity Model Assessment / Accreditation Assessment experience in any of the relevant sectors.
	1.2.2.2	The bidding agency shall deploy adequately trained and qualified permanent manpower, of Indian nationality, for inspection.
	1.2.2.3	The Surveyors/ Inspectors involved in witnessing/examining NDT shall have minimum level II qualified in NDT techniques (UT/MPI/DPT/RT).
	1.2.2.4	Assessors shall be certified auditors for various QMS such as ISO 9001:2015, ISO 17025:2017 etc. to be involved in Vendor Assessment of Defence suppliers.
	1.2.3	The TPI Agency should be stable and have legal establishment in India.
	1.2.4	OPA/DGQA reserves the right to seek additional information to assess the capability and capacity of Third Party Inspection agency during the currency of the contract.
	1.2.5	No deviation shall be allowed in respect of minimum requirements stipulated in Clause 1.2. Any offer not meeting above requirements shall stand rejected.

**SECTION – II**

**GENERAL REQUIREMENTS**

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## SECTION – II

### GENERAL REQUIREMENTS

Clause Nos.		Contents
2.1		<p><b>Introduction:</b></p> <p>Nature of stores supplied to Defence OPAs is diverse in terms of technical requirements. The vendors are spread all over the country. Hitherto DGQA has been the sole inspection authority on behalf of the OPAs. Ministry of Defence has entrusted DGQA to assess and register TPIAs for the purpose of outsourcing inspection and other Quality related functions.</p> <p>With the aim of facilitating the operation of inspection activities &amp; capacity verification, a Rate Contract needs to be evolved in order that OPAs/DGQA could conveniently engage TPIAs for inspection of Defence stores procured from vendors.</p> <p>The OPA reserves the right to choose the TPIA for inspection of stores on their behalf.</p>
2.2		<p><b>Scope of Work:</b> Following shall be included in the scope of work:</p>
	2.2.1	<p>Review of Supply Order(SO)/Contract and associated paper particulars and seeking of clarification from OPA/AHSP, if any.</p> <p>Inspection and unambiguous sentencing of stores procured by OPAs from domestic vendors as per the mandatory QRs spelt out in various paper particulars. Assessment of Pvt vendors for registration.</p>
	2.2.2	<p>Co-ordination with OPAs , DGQA and other stakeholders.</p>
	2.2.3	<p>The Inspection Agency shall have to attend inspection calls throughout India at vendors/sub-vendors works and Testing Laboratories.</p>
	2.2.4	<p>The product list of items/materials being offered for TPI is as per <b>'Annexure VIII'</b>.</p>
	2.2.5	<p>Exact scope of work shall be defined by the OPAs/DGQA for inspection of specific store.</p>
	2.2.6	<p><b>Workload fluctuation:</b> Workload will depend on the placement of SO by the OPA and the clause of the contract therein. This aspect need to be catered by the inspection agency.</p>
	2.2.7	<p><b>Inspection call:</b> Inspection call shall be raised online followed by hard copy by vendor under intimation to OPA &amp; AHSP. Inspection report shall be generated online and hard copy as well.</p>
	2.2.8	<p><b>Inspection Documents:</b> On receipt of Supply Order. TPIA should obtain relevant paper particulars / requisite national/international specifications. <b>TPIA shall treat all paper particulars as privileged information and ensure that confidentiality is not breached even after the contract ceases.</b></p>

Clause Nos.		Contents
2.2.9		<b>Coordination with Vendor, OPA and AHSP</b>
	2.2.9.1	Coordination with vendor, OPA and AHSP shall be done by TPIA in an effective manner.
	2.2.9.2	In case the inspection call, for a supply order is not received by the TPIA within the delivery period, then TPIA should intimate the same to the OPA & will not entertain/communicate with the vendor.
2.2.10		<b>Time for attending inspection call:</b>
	2.2.10.1	The inspection call shall be attended within three working days from the date of receipt of call letter from vendor. In case TPIA due to some unforeseen circumstances delay response to attend to call letters, it will be considered as additional time taken for inspection but will not be payable to him.
	2.2.10.2	The Inspection effort in man-days is fixed by the AHSP, based on the QAP of that particular store as per Annexure VIII.
	2.2.10.3	<b>Inspection effort:</b> The maximum no of days permissible for carrying out inspection is indicated in 'Annexure VIII'.
	2.2.10.4	The time required for lab testing and receipt of results will not form part of inspection effort of TPIA. However, physical deployment of inspector for witnessing as mandated in QAP, charges will be admissible.
	2.2.10.5	On completion of inspection and receipt of test report, the stores will be sentenced and I note will be issued within two days.
	2.2.10.6	Any delay as brought out in the above clauses will invite a LD clause (ref clause 2.5 of RFP)
2.2.11		<b>Inspection Methodology:</b> Inspection shall be carried out as per provision of supply order/Contract and applicable inspection documents like Quality Assurance Plan(QAP), approved drawings, data-sheets and specification etc.
	2.2.11.1	The stage inspection shall be done, if called for, in Quality Assurance Plan/Supply order or any other applicable document at the works of vendor or sub- vendor or Testing Laboratory
	2.2.11.2	The Vendor shall provide all necessary facilities for carrying out inspections, measurements & testing with necessary safety measures.
	2.2.11.3	The inspection agency should satisfy themselves for adequate safety at the supplier's works. OPA/DGQA shall not be responsible for any loss/ damage on this account. In case of unsafe working conditions at the Supplier's works the TPI should immediately inform OPA.
	2.2.11.4	The inspection agency shall ensure use of calibrated measuring instruments and equipments by vendor or testing laboratory.



Clause Nos.		Contents
	2.2.11.5	The inspection agency shall verify <i>inter alia</i> (a) Material test certificate & traceability records to ensure use of correct material. (b) Supplier's internal QC records. (c) Compliance to QRs as per the applicable paper particulars and specification. (d) Qualification record of equipment, process & personnel for special processes like welding, brazing, NDE, painting & metal coating etc. (e) Any special certificate called for in the supply order/contract. (f) The Inspection Agency shall endorse all verified certificates with comments (Witnessed or Verified) as per applicable document.
	2.2.11.6	The Inspection Agency shall be responsible for the veracity of test results and shall apply its control and surveillance towards this end.
	2.2.11.7	In case of observation or ambiguity in purchase specification, approved Drawing, data sheet, QAP, etc. TPIA shall report the same to the OPA/concerned AHSP, prior to commencement of inspection.
	2.2.11.8	TPIA should vet and scrutinize deliverable technical documents of stores and ensure that they are prepared conforming to Defence format (JSG 0251 where specified) and are dispatched to all stakeholders as mentioned in the contract.
	2.2.11.9	Inspection shall be treated as complete only when the stores are unambiguously sentenced.
	2.2.11.10	The accepted items shall be identified with seal and reference of the same should be given in the I note. Location of seal shall be appropriately shown in the I note. The seal/ inspection mark used by the TPIA inspectors should have unique identity and the traceability details of all such seals will be maintained by the TPIA and shared with concerned AHSP.
	2.2.11.11	<b><u>Handling of Rejected Stores</u></b> The TPIA will ensure that the stores rejected during inspection are segregated and suitably marked and retained till completion of supply order/contract to prevent the same from being offered again as fresh store.
	2.2.12	<b><u>Submission of Inspection Note (I note):</u></b>
	2.2.12.1	After completion of inspection, the Inspection Agency shall issue I/Note to all concerned as per the format provided, along with records of inspection duly signed within <b>02 working days</b> .
	2.2.12.2	Distribution of I note shall be as follows: (a) Copies No. 1, 2 & 5 – Accounts copy. (b) Copy No. 3 – Firm's copy. (c) Copies 4 & 6 – Consignee copy (one to be dispatched directly to consignee by the TPIA and the other copy will be enclosed along with the consignment). (d) Copy No. 7 – Office copy. (e) Copy No 8 – AHSP copy (alongwith all inspection records). (f) Photocopy of copy No. 7 to be forwarded to OPA for information.

Clause Nos.		Contents
	2.2.12.3	The inspection agency shall retain all inspection record till the Service Life of the equipment ( or as specified in the contract / Supply Order by OPA), after inspection and issue of Final I Note.
	2.2.12.4	In case of complex systems or any such orders in which sub-assemblies, against a particular SO, may have to be evaluated independently, then the TPIA shall undertake inspection of these sub-assemblies at the place of offer, within the country.
	2.2.12.5	A comprehensive monthly report of inspection call letter & progress in detail will be submitted to OPA & DGQA (to respective AHSP) by the inspection agency.
2.3		<b><u>Sub-contract.</u></b>
	2.3.1	TPIA will execute all contracts through permanent staff, however in case of specific specialized requirement sub-contracting can be carried out with explicit permission of the OPA/ AHSP. TPIA shall ensure that the subcontractor is competent and the TPIA will be solely responsible for conduct of sub-contracted portion and liable for any lapses, by the sub-contractor.  <b>TPIA and its subcontractors shall treat all paper particulars as privileged information and ensure that confidentiality is not breached even after the contract ceases.</b>
2.4		<b><u>Defect Investigation (DI):</u></b>
	2.4.1	TPIA shall depute a rep. as a member in the DI team earmarked by AHSP to arrive at root cause during the life cycle of the stores. The procedure for defect investigation is available on DGQA website. The involvement in Defect investigation is with no extra cost.
	2.4.1.1	The period of liability for defect investigation
	2.4.1.2	Extent of liability
	2.4.1.3	Signatory liability
	2.4.1.4	Tech requirement
2.5		<b><u>Liquidated damages</u></b>
	2.5.1	<b><u>Delay In offer by Vendor:</u></b> Non submission of stores by vendor upon transmission of Inspection call to TPIA shall be communicated to OPA & AHSP Concerned. If the vendor does not offer the stores upon arrival of TPIA at the site, then vendor will be debited with the cost of in-fructuous visit of TPIA at the applicable rates and the Inspection call will be disposed off by the TPIA. However, the invoice preferred by TPIA for such aborted visit will be paid. The vendor shall commit to TPIA fresh and firm dates in writing under intimation to OPA.

Clause Nos.		Contents
	2.5.2	<b><u>Delay in Inspection</u></b> : If inspection calls are not attended within prescribed time (as per clause 2.2.10) or any delay carried out in inspection as per Annexure 'VIII', liquidated damages @2% of inspection charges per day delay subject to maximum of 25% of the inspection charges of offered goods in that lot for per day delay, be payable by TPI Agency. The liquidated damages shall be deducted from pending bills and /or performance security deposit amounts.
	2.5.3	<b><u>Discrepancy in Inspection</u></b> : If any discrepancy is found during checking /audit of inspected items received at delivery premises or feedback received from OPA on aesthetic appearance, mismatching or malfunctioning etc. (during use in the Shop, Erection, Testing or Commissioning) and / or records and it is established that the discrepancy is on account of inaccurate/ inadequate inspection, an amount which is two times the cost of inspection of that lot shall be recovered from the TPIA and penalty laid down by OPA in the contract, if any.
	2.6	<b><u>Performance Monitoring</u></b>
	2.6.1	OPA/DGQA shall have unequivocal rights to oversee the performance of TPIA by way of surveillance/surprise checks. The performance of Inspection Agency shall be monitored on aspects of response time to attend the call, timely submission of inspection report, deficiency in inspection and reporting from units/ sites, feedback of suppliers, Surveillance/Audit report of Corporate Quality Division and feedback from Customers.
	2.7	<b><u>Notification of Change in Status</u></b> The TPIA shall inform DGQA of such matters that may affect or may potentially affect the registered TPIA's capability, or scope of registered activities or conformity with requirements of registration as soon as possible, or in any event, at least fourteen days prior to implementing such changes, like (a) Legal, Commercial or Organisational Status (b) Organisation & Management e.g. Key management staff (c) Location of its premises or any other changes (d) Policies or procedures (e) Person, equipment, facilities, working environment or any other significant changes (f) Capability of inspection or scope of registered activities or conformance with the requirements with the registration criteria.

Clause Nos.		Contents
2.8		<b>Penalties</b>
	2.8.1	<p><b><u>Suspension of Rate Contract:</u></b></p> <p>The Rate Contract may be suspended either fully or partially based on the following:</p> <ul style="list-style-type: none"> <li>(a) Ineffective corrective action in response to the non conformities observed during surveillance assessment or reassessment.</li> <li>(b) Any major change in the legal status, ownership, composition etc. without the information to DGQA.</li> <li>(c) Any willful mis-declaration in the application form.</li> <li>(d) Inability or unwillingness to ensure compliance to the applicable standards/criteria.</li> <li>(e) Non availability of infrastructure and manpower resources in relevant technical areas covered under registration at any stage.</li> <li>(f) Excessive and/or serious complaints against the inspection system of the registered TPIA.</li> <li>(g) Frequent delay in attending or carrying out inspection.</li> <li>(h) Non-receipt of periodical information at DGQA offices for the inspection carried out by TPIA.</li> </ul>
	2.8.2	<p><b><u>Termination or withdrawal of Rate Contract:</u></b></p> <ul style="list-style-type: none"> <li>(a) The purchaser as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally thirty days.</li> <li>(b) RC is in the nature of standing offer and a legal contract comes into being only when a supply order is placed by the OPA. Being just a standing offer, embodying various terms of the offer, the contract holder may revoke it at any time during its currency. However, reasonable opportunity will be given to the supplier to represent against any revocation/cancellation of RC.</li> <li>(c) If a registered TPIA fails to comply with the terms of this RFP or any undertakings given to DGQA, the relevant registration criteria or the conditions, OPA/DGQA may withdraw registration, reduce the scope, impose moratorium on the issue of registered certificates or extensions to scope, require re-assessment or impose other sanctions as appropriate.</li> <li>(d) RC may be withdrawn in case of substantial poor quality reported for the stores cleared by TPIA owing to inadequacies in inspection.</li> <li>(e) RC may be withdrawn in case of substantial malpractices reported against the TPIA.</li> </ul>
	2.8.3	<p>Additionally, DGQA reserves the right to withdraw Registration:</p> <ul style="list-style-type: none"> <li>(a) If TPIA enters into liquidation, whether compulsory or voluntary</li> <li>(b) If Registered TPI agency fails in any respect to comply with the law of land.</li> <li>(c) If TPIA fails to comply with the conditions specified in the registration of TPI agencies and terms of this RC.</li> <li>(d) If TPIA indulges in any unethical practices or displays questionable integrity.</li> <li>(e) The TPIA forfeit the Registration with DGQA on any account.</li> <li>(f) If TPIA not undertaking the inspection on award of contract.</li> </ul>

			<p>TPIA may relinquish its registration with a written notice of 90 days minimum to DGQA stating the arrangements made for protection of clients, settlement of outstanding with all stakeholders and return of certificate. In such an event any outstanding claims, incomplete work or any other dues will be debited from the bills due / security deposit of TPIA.</p> <p>Upon withdrawal of registration, discontinue forthwith use of any reference to registration, withdraw all advertising matters which contain any reference thereto, return the certificate of registration and cease to do any activity privileged by this registration.</p>
	2.8.4		The purchaser has the option to renegotiate the price with the rate contract holders.
2.9			<p><b><u>List of Items</u></b></p> <p>List of items is as per Annexure 'VIII' of this RFP.</p>

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**SECTION - III**

**INSTRUCTIONS TO BIDDERS (ITB)**

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## SECTION - III

### INSTRUCTIONS TO BIDDERS (ITB)

Clause Nos		Contents
<b>3.1</b>		<b>Instruction to Bidders (ITB)</b>
	3.1.1	Sealed bids are invited by DGQA on behalf of President of India for Rate contract with registered Third Party Inspection Agency(TPIAs).
	3.1.2	Scope of work shall be as per Section- II.
	3.1.3	The bidder should fulfill the minimum qualifying requirements as stipulated in Section -1
	3.1.4	<b>Pre-Bid Meeting</b> A Pre bid meeting will be held on <b>30<sup>th</sup> Jul 2020</b> at <b>1100 hours</b> in the <b>DQA(V) Conference Hall, 'G' Block, New Delhi 110011</b> to clarify any issues prior to submission of bids. DGQA reserves right to ask for any additional information.
	3.1.5	The bidder has to quote as per the price Format (As per Annexure-VII) of the specification. The details of stores to be outsourced to TPIA is attached at (Annexure VIII) for which response is sought. The bidder who has submitted prices in any other form shall be rejected. The bidder who does not submit EMD in the form of DD will be rejected except exemptions as per Statutory / Regulatory requirements.
	3.1.6	Bid must be submitted in two separate sealed envelopes Part-A and Part-B. <b>First envelope (Part-A)</b> shall contain two separate drafts of Rs 2,00,000/- (Rupees Two Lakh only) as EMD and Rs 5,000/- (Rupees Five Thousand only) as Tender fee (Non Refundable) and clause wise compliance of this contract. <b>Second sealed envelope (Part-B)</b> shall contain price bid only. The bid should be made by agency qualified by Registration for that activity, non registration will render to disqualification of the firm for that particular activity. Only those prospective bidders shall be opened who have submitted the EMD, Tender fee and clause wise compliance of this RFP. Price bid with any conditions is liable to be rejected.
	3.1.7	The bidder shall assure that all the information/ documents furnished by the bidder for the bid are true to the best of their knowledge and belief. In case they are found to be untrue or false, the bid submitted by the bidder or the contract awarded to TPIA in the event of acceptance of the bid, shall be liable to be cancelled/ withdrawn without any notice or compensation.
	3.1.8	Bids received beyond due date of submission shall be rejected.
	3.1.9	DGQA reserves the right to extend due date and time for issuance of bid documents and the due date and time for submission and / or opening of bids which shall be suitably intimated to concerned bidders.
	3.1.10	Notwithstanding anything stated above DGQA reserves the right to reject any or all bids or cancel / withdraw the invitation for bids without assigning any reason thereof and in such cases no bidder shall have any claim arising out of such action.

Clause Nos		Contents
3.2		<b>Bid Document</b>
	3.2.1	<b>Contents of Bid Document</b>
	3.2.1.1	The bid document comprises the following sections.
		<b>Section Contents</b>
		Section I Qualification And Eligibility Requirement
		Section II General Requirements
		Section III Instructions To Bidders (ITB)
		Section IV General Conditions Of Contract
		Section V Annexure
	3.2.1.2	<b>The Bidder is expected to examine all instructions, terms and conditions, specifications, Forms and other information in the Bid document. Failure to furnish all information required by Bid- documents or submission of a bid not substantially responsive to the bid document will be at bidder's risk and may result in rejection of bid.</b>
3.2.2	<b>Clarification of Bid Document</b>	
3.2.2.1	The Bidder is required to carefully examine the Bidding document and fully inform himself as to all the conditions and matters, which may in any way affect the performance of the contract or cost thereof. If any Bidder finds discrepancies or omissions in the document or is in doubt as to the true meaning of any part, he may seek clarification from DGQA in writing or by FAX. DGQA will respond in writing or by FAX to any request for clarification of the Bid document, which he receives earlier than Ten (10) days prior to submission of bids. All such interpretations and clarifications shall form part of the Bid document and accompany the Bidders proposal.	
3.2.3	<b>Amendment to Tender Document</b> DGQA reserves the right to issue amendments, clarifications to the Tender Document to all the bidders who have received the Tender Document, giving reasonable time prior to bid opening. Such amendment / clarifications etc. shall be given due consideration by the bidders while they submit the Bids and invariably enclose such documents as a part of the bid.	
3.3	<b>Preparation of Bids</b>	
3.3.1	<b>Language of Bid</b>	
3.3.1.1	The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and DGQA shall be written in English.	
3.3.2	<b>Document Comprising the Bid</b>	
3.3.2.1	Bid submitted by the Bidder shall comprise of the following. (a) Copy of valid certificate of DGQA registration as TPIA. (b) Check list as per Annexure-I of Section-V. (c) Bid form as per Annexure-II duly completed & signed by Bidder (d) Price schedule, duly completed, by the Bidder. (e) Power of Attorney: A power of attorney, duly notified by a Notary Public, in favour of authorized signatory by the competent authority in the organization.	



Clause Nos		Contents
	3.3.3	<b>Price Bid:</b> Bidder shall quote price as follows:
	3.3.3.1	(a) Inspection charges for cost of inspection of complete store item wise (Local and Out station) (As per Annexure –VII). (b) Out station is when the site of inspection is more than 80km from the nearest site office of TPIA (As per Annexure –VII).
	3.3.3.2	GST shall be paid extra as applicable from time to time. GST part should be mentioned separately and not to be included in the prices. This has to be claimed along with invoice which will have GST Registration Number printed.
	3.3.3.3	The prices shall remain firm during validity period of Rate Contract. No Price variation clause is admissible.
	3.3.3.4	The price shall be inclusive of all other charges such as transport, accommodation and other incidental charges.
	3.3.3.5	<p><b>Treatment of Arithmetical Errors:</b>  Provided that the bid is substantially responsive, DGQA shall correct arithmetical errors on the following basis. The prices should be quoted strictly as per Clause no. 3.3.3 in both <b>figures and words.</b></p> <p>(a) If there is a discrepancy between the Unit Rate (Individual item rate) and the total price, the Unit rate (individual item rate) shall prevail and the total price shall be corrected. Arithmetical corrections will be done by DGQA only.</p> <p>(b) In case of mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of order and no objection from bidder shall be entertained by DGQA in case of such discrepancies</p> <p>(c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.</p> <p>However, in case of any dispute regarding interpretation of the above, DGQA decision shall be final and binding on the parties. Offers not fulfilling any of the above conditions shall be rejected and their bids will be disqualified.</p>

Clause Nos		Contents
	3.3.4	<b>Bid Validity Period:</b> Bids should be kept valid for a period of minimum <b>120 days</b> from the date of opening of price bids.
	3.3.5	DGQA may seek extension of bid validity period while processing the bids through the prescribed Govt channel. In such cases EMD will also be suitably extended.
	3.3.6	<b>Earnest Money Deposit (EMD)</b>
	3.3.6.1	The bidder shall furnish EMD of Rs 2,00,000/- (Rs Two lakh only) as a part of it's bid in the form of crossed Bank Draft/ Pay Order in favour of DGQA New Delhi drawn on any Nationalised Bank.
	3.3.6.2	The EMD is required to ensure that the bidder does not refuse to: (a) Accept the letter of Award of Rate Contract (b) Sign the contract agreement
	3.3.6.3	The EMD shall be forfeited if, the bidder revokes his bid after the bid opening within the validity period or increase prices quoted earlier.
	3.3.6.4	Any bid received without Earnest Money Deposit and tender fee shall not be considered.
	3.3.6.5	EMD given by all tenderers shall be refunded normally within 30 days after conclusion of Rate Contract
	3.3.6.6	No interest shall be payable on the EMD.
	3.3.7	<b>Format and Signing of the Bid</b>
	3.3.7.1	The bidder shall prepare, sign, stamp and paginate the bid distinctly. The bid should contain an Index page.
	3.3.7.2	The bid, each consisting of the documents listed in ITB Clause 3.3.2 (Documents Comprising the Bid), shall be typed or written with indelible ink and signed by the Bidder or a person(s) authorized to sign the Bid.
	3.3.7.3	Names of person(s) signing the bid should be typed or printed below the signature.
	3.3.7.4	Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s) (Authenticated copy of Partnership Deed shall be furnished along with the Bid).

Clause Nos		Contents
	3.3.7.5	Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or Secretary or other person(s) authorized to sign the bid on behalf of such Corporation/Company in the matter (Power of Attorney).
	3.3.7.6	A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected.
	3.3.7.7	Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid in the form of a Power of Attorney, duly notarized by a Public Notary, indicating that the persons signing the bid have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.
	3.3.7.8	The Bidder's name stated on the proposal shall be the exact legal name of the firm.
	3.3.7.9	Any cutting or overwriting shall be valid only if they are signed by signatory to the Bid.
	3.3.7.10	Bids not conforming to the above requirements of authentication by authorized signatory are liable to be rejected.
<b>3.4</b>		<b>Submission of Bids</b>
	3.4.1	<b>Sealing and Marking of Bids</b>
	3.4.1.1	Two parts bid procedure shall be adopted for preparation, submission and evaluation of bids. The bidder must submit the Bid in the following two separate sealed envelopes:  <b>Part –A :</b>  (a) Earnest Money Deposit (Demand Draft in favour of DGQA payable at New Delhi) (b) Non refundable Tender fee (Demand Draft in favour of DGQA payable at New Delhi) (c) Integrity Pact (As per Annexure VI) (d) Bid along with duly filled, Signed & Stamped (all pages of tender terms & conditions), copies of 'Particulars of Inspection Agency Check-list', General Requirements, and General Conditions of Contract(GCC)  <b>Part – B : Price Bid (As per Annexure VII)</b>  Price Bid will be in separate envelope.
	3.4.1.2.	Part-A and Part-B (Price Bid) shall, then, be sealed in an outer envelope duly marked as "Original Bid" and "Copy No. 1". In the event of any discrepancy, the "original" shall govern.

Clause Nos		Contents
	3.4.1.3	<p>The inner and outer envelopes shall</p> <p>(a) be addressed to the “<b>DGQA/RMD/CPC, Room No.30, ‘G’ Block, Nirman Bhawan, New Delhi 110011</b>”. Phone No. 011 23011572.</p> <p>(b) Super scribed as :  <b>“BID FOR RATE CONTRACT WITH THIRD PARTY INSPECTION AGENCY. DO NOT OPEN BEFORE 13 AUGUST 2020, 1400 HOURS”</b>.</p> <p>(c) The inner and the outer envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late”.</p>
	3.4.1.4	If the outer envelope is not sealed and marked as required by ITB sub-clause 3.4.1.2 and 3.4.1.3 above, DGQA will assume no responsibility for the bid’s misplacement or premature opening.
	3.4.2	<b>Last Date for Submission of Bids</b>
	3.4.2.1	Bids must be received on or before <b>13 Aug 2020 by 1200 hours</b> .
	3.4.2.2	The bidder has the option of sending the bids by Registered post/ Courier or submitting in person at address in <b>Sr No. 3.4.1.3(a)</b> . No request from any bidder to collect the bid from airlines, cargo agents etc. shall be entertained.
	3.4.2.3	DGQA may at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 3.2.3 (Amendment to Tender Document), in which case all rights and obligations of DGQA and the Bidders previously subject to the original deadline shall thereafter be subject to the new last date as extended.
	3.4.3	<b>Late Tenders:</b> Tenders received after the specified date and time of their “Receipt” are treated as Late Tenders. Tenders received late shall be rejected
	3.4.4	<b>Modification and Withdrawal of Bids</b>
	3.4.4.1	No modification in the price bid shall be allowed after submission. Withdrawal of the bid shall, however, be permitted in case written request is received from the bidder before the date & time of opening, Bid withdrawal notices received after the bid opening date and time will be ignored, and the bid will be deemed to be a valid submitted bid.
	3.4.4.2	No bid may be withdrawn in the interval between the last date for submission of bids and the expiration of the period of bid validity specified in ITB Clause 3.3.5 (Bid Validity Period). Withdrawal of a bid during this interval may result in the Bidders forfeiture of the EMD, pursuant to ITB Clause 3.3.6.3.

Clause Nos		Content
3.5		<b>Bid Opening and Evaluation</b>
	3.5.1	<b>Opening of Bids</b>
	3.5.1.1	Venue of bid opening shall be “ <b>Room No.30, DGQA/RMD/CPC, ‘G’ Block, DGQA, Nirman Bhawan, New Delhi 110011</b> ”. Bids will be opened on <b>13 Aug 2020 at 1400 hours</b> .
	3.5.1.2	Bidder’s authorized representative (up to two persons) may attend the bid opening and they have to sign the attendance sheet provided by DGQA for evidencing their participation. No electronic recording device/ mobile phones etc. shall be permitted during the bid opening.
	3.5.1.3	Envelopes marked “Withdrawal” shall be opened and read out first. Bid for which an acceptable notice of withdrawal has been submitted pursuant to ITB clause 3.4.4 (Modification and withdrawal of Bids) hereof shall not be opened.
	3.5.1.4	The Part-A of the bid only shall be opened on the date of opening. The bid of only those bidders shall be considered which contains the EMD of requisite value in acceptable form & the Tender fee in acceptable form. The bids with EMD deficit in value / form will not be further processed.
	3.5.1.5	The officer(s) of DGQA authorized for opening of bids will announce the Bidder’s names, written notifications of withdrawals, if any, the presence or absence of the requisite EMD or any other information felt necessary in the form of Minutes.
	3.5.1.6	The Part-B (Price Bid) of the tender of only those bidders, whose Part-A bid is found acceptable shall be opened.
	3.5.2	<b>Clarification of Bids:</b> To assist in examination, evaluation and comparison of bids, DGQA may at its discretion ask any bidder for clarification of his bid. The request for clarification and the response shall be in writing or by fax or E-mail.
	3.5.3	<b>Evaluation and Comparison of bids</b>
	3.5.3.1	Part-A Evaluation: DGQA shall evaluate the bid through its appointed committees.
	3.5.3.2	The price bid (Part-B) of the bidders, whose part-A bid is found acceptable, shall be opened on the specified date and time and shall be evaluated by DGQA..
	3.5.4	<b>Number of Inspection Agencies to be Empanelled:</b>
	3.5.4.1	DGQA intends to empanel one or more inspection agencies at the price of the lowest bidder (through counter offer) .
	3.5.4.2	In case, none of the other bidders i.e. L2, L3 ..., who are offered business shall fail to accept, at the rate of original L1 bidder, DGQA reserves the right to qualify the L1 bidder(s).

Clause Nos.		Contents
3.6		<b>Award of Rate Contract</b>
	3.6.1	After evaluation of price bid, DGQA shall notify the successful bidders in writing by registered letter or fax to be confirmed by registered letter that their bids have been accepted. The notification of award shall constitute the formation of Contract.
	3.6.2	The construction/ execution of Rate Contract shall be in accordance with clause 4.3 of Section-IV.
	3.6.3	On receipt of Letter of Award, the bidder shall deposit Performance Security in a manner provided in Clause 4.8 of GCC, Section-IV and sign Rate Contract Agreement as per Annexure-III of Section-V on mutually agreed date and time within Fifteen (15) days of issue of Letter of award.
	3.6.4	After signing the Rate Contract, DGQA will promptly notify each unsuccessful bidder and discharge its EMD as per Clause 3.3.6.5.
	3.6.5	<b>Any effort by a bidder to influence or pressurize DGQA officials or otherwise to gain undue favour by any means during the entire process of award of contract may result in rejection of bid.</b>

## SECTION – IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### INDEX

<b>Clause Nos</b>	<b>Contents</b>
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4.2	Contract Document
4.3	Construction/Execution of Rate Contract
4.4	Validity of Contract
4.5	Contractor's Responsibilities
4.6	DGQA's Responsibilities
4.7	Payment Terms
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4.12	Insurance
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4.14	Security
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4.16	Arbitration
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4.18	Risk Purchase
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## SECTION-IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

Clause Nos.		Contents
4.1		<b>Definitions</b> <p>The following words and expressions shall have the meanings as given here under:- <b>“Contract”</b> means the Contract Agreement entered into between DGQA and the Third Party Inspection Agency (Contractor), together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.</p> <p><b>“Contract Document”</b> means the documents listed in Clause 4.2 of GCC, Section-IV</p> <p><b>“Contractor”</b> means the person(s) whose bid to perform the Contract has been accepted by DGQA and is named as such in the Rate Contract Agreement and includes the legal successors or permitted assigns of the Contractor.</p> <p><b>“Inspection Agency”</b> means any person(s), who may be duly authorized by f Placing Authority to inspect the stores included in the Purchase Order and to take up surveillance/Audit/ Inspection of stores at Supplier Work as per the contract provision.</p> <p><b>“Order Placing Authority (OPA)”</b> means the authority who gets into the contract with the supplier. OPA designates the TPIA to inspect the stores on his behalf and releases payments of bills.</p> <p><b>“Day”</b> means calendar day of the Gregorian calendar. Week means 7 days and Month means calendar Month.</p> <p><b>“GCC”</b> means the General Conditions of Contract.</p> <p><b>“DGQA”</b> means Director General of Quality Assurance, Department of Defence Production, Ministry of Defence, New Delhi.</p> <p><b>“AHSP”</b> means Authority Holding Sealed Particulars, the custodian of Drawings, Specification, testing protocol, ATP/QAP,</p> <p><b>“CHP”</b> means customer hold point</p> <p><b>“I Note”</b> means Inspection Note authorising clearance of material for dispatch.</p> <p><b>“TPIA”</b> means Third Party Inspection Agency</p> <p><b>“RC”</b> means Rate Contract</p> <p><b>“QAP”</b> means Quality Assurance Plan</p>



Clause Nos.		Contents
<b>4.2</b>		<b>Contract Document</b>
	4.2.1	The term Contract Document shall mean and include the following, which shall be deemed to form an integral part of the Contract: (a) The Rate Contract Agreement (b) Letter of Award of Rate Contract (c) Qualification and eligibility (d) Particulars of Inspection Agency including enclosures (e) General Requirement (f) Instruction to bidder (g) General conditions of contract (h) Price schedule (i) Annexure
<b>4.3</b>		<b>Construction / Execution of Rate Contract</b>
	4.3.1	The Rate Contract Agreement as per Performa (Annexure-III) is to be signed within fifteen (15) days of the date of the Letter of Award of Rate Contract, on a date and time to be mutually agreed in the office of the DGQA, Directorate of PP&T, H Block, New Delhi. The Contractor shall provide for signing of the contract, appropriate power of Attorney and the requisite documents. Till such time a formal contract is prepared and executed the letter of Award of Rate Contract read in conjunction with the Contract Documents will continue to constitute a binding contract.
	4.3.2	The contract will be signed in five originals, the contractor shall be provided with one signed original contract and rest (Four originals) will be retained by DGQA.
	4.3.3	The signed Rate Contract Agreement shall be forwarded to OPA for availing the inspection services.
<b>4.4</b>		<b>Validity of Contract:</b> The contract shall commence from the effective date (as stated in the letter of award (LoA) of rate contract or in the rate contract. If no such effective date is stated then the contract shall commence from the date of LoA) of signing the Rate Contract and remain valid for a period of three years from the date of signing the contract. (This period is subject to extension by twelve (12) months if desired by DGQA and on mutual agreement between both parties with terms and conditions remaining same).

Clause Nos.		Contents
<b>4.5</b>		<b>Contractor's Responsibilities:</b>
	4.5.1	The contractor shall perform the services with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The contractor shall always act in respect of any matter relating to this contract, as faithful advisers to DGQA and shall at all times protect DGQA's legitimate interests.
	4.5.2	The contractor confirms that he has entered into this contract after satisfying himself with the scope of work and requirements of DGQA in totality and shall be responsible for providing / performing the services satisfactorily.
	4.5.3	The contractor shall comply with all laws in force in the country where the services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the contract and bind upon the contractor. The contractor shall pay for damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the contractor or his personnel. The Contractor shall fully indemnify and keep indemnified DGQA against all claims of whatsoever nature including claims from any employees of the TPI or any third party arising during the course of execution of the contract.
<b>4.6</b>		<b>DGQA's Responsibilities</b>
	4.6.1	DGQA shall intimate OPA to include relevant clause in contract with supplier to provide reasonable facilities (like measuring instruments, tools, testing fixtures, testing equipments and laboratory etc.) to the inspecting personnel for carrying out inspection.
	4.6.2	To provide to the contractor and his authorized representative with any other such assistance as may be necessary for carrying out the inspection efficiently & effectively.
<b>4.7</b>		<b>Payment Terms</b>
	4.7.1	The inspection agency shall raise invoice of inspection charges in the end of the month for inspections carried during the month to the respective OPA giving supply order vice details of inspections and other relevant information required by the OPA. Applicable taxes shall be deducted from the invoices.
	4.7.2	Concerned OPA shall verify the invoice and make payment as per terms and conditions of the Rate Contract Agreement.
	4.7.3	The payment shall be made in Indian rupees.

Clause Nos.		Contents						
4.8		<b>Performance Security Deposit</b>						
	4.8.1	Performance Security will be deposited by TPIA to OPA within 15 days from award of contract to carry out inspection on behalf of OPA. The amount of performance security will be as under: <table border="1" data-bbox="549 479 1458 624"> <thead> <tr> <th><u>Inspection charge</u></th> <th><u>Security Amount</u></th> </tr> </thead> <tbody> <tr> <td>Upto Rs 50 Lakh</td> <td>10% of amount i.e. inspection charge</td> </tr> <tr> <td>Above Rs 50 Lakh</td> <td>Rs.5 Lakh+5% of amount i.e. inspection charge exceeding Rs. 50 Lakh</td> </tr> </tbody> </table>	<u>Inspection charge</u>	<u>Security Amount</u>	Upto Rs 50 Lakh	10% of amount i.e. inspection charge	Above Rs 50 Lakh	Rs.5 Lakh+5% of amount i.e. inspection charge exceeding Rs. 50 Lakh
	<u>Inspection charge</u>	<u>Security Amount</u>						
	Upto Rs 50 Lakh	10% of amount i.e. inspection charge						
	Above Rs 50 Lakh	Rs.5 Lakh+5% of amount i.e. inspection charge exceeding Rs. 50 Lakh						
4.8.2	Security deposit is to be furnished as a :- (a) Performance Bank Guarantee from Nationalised bank for the amount as per 4.8.1 and should be valid upto a period of 12 months after expiry of the Contract. (b) The security deposit/Performance Bank Guarantee shall not carry any interest.							
4.8.3	OPA reserves the right of forfeiture of Performance Security Deposit in addition to other claims and penalties in the event of the bidders' failure to fulfill any of the contractual obligations/ or in the event of termination of contract as per clause 4.20.							
4.8.4	The Security Deposit shall be refunded to the Contractor by OPA without any interest 12 months after completion of the contract and after discharge of all obligations.							
4.9		<b>Taxes and Duties:</b>						
	4.9.1	Except as otherwise specifically provided in the Contract, other than GST, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, or their employees by all municipal, state or national government authorities in connection with the facilities in the country where the manufacturing works are located.						
	4.9.2	As regards the income tax, surcharge on income tax and any other corporate tax, DGQA shall not bear any tax liability whatsoever. The Contractor shall be liable and responsible for payment of such tax, if attracted under the provisions of the law present or future and OPA will make deductions at source as applicable.						
4.10		<b>Time for Attending to Inspection Calls:</b> The contractor shall attend to the inspection calls as per Clause 2.2.10.1 of Section-II.						

Clause Nos.		Contents
4.11		<b>Liquidated Damages for Non Compliance</b>
	4.11.1	<b>As per clause 2.6.1 of section II</b>
	4.11.2	<b>As per clause 2.6.2 of section II</b>
4.12		<b>Insurance:</b> The contractor, will at its expenses take out and maintain in effect, during the performance of contract the insurance policies of its employees and any assets. DGQA shall not bear any liability for any mishap to the TPIA personnel and assets during the currency of the contract.
4.13		<b>Force Majeure:</b>
	4.13.1	“Force Majeure” shall mean any event beyond the reasonable control of DGQA, Supplier or contractor, as the case may be and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following: - (a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo; (b) Rebellion, revolution, insurrection, military or usurped power and civil war; (c) Ionizing, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof; (d) Riot, commotion or disorder, except where solely restricted to employees of the contractor; (e) Acts of God such as earthquake, unprecedented floods (causing extensive damage).
	4.13.2	If either party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within <b>one week</b> after the occurrence of such event.
	4.13.3	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the contract for so long so the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered or delayed. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the contract and to fulfill its or their obligations under the contract.

Clause Nos.		Contents
	4.13.4	No delay or non performance by either party thereto caused by the occurrence of any event of Force Majeure shall: a) Constitute a default or breach of the contract b) Give rise to any claim for damages or additional cost or expenses occasioned thereby and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
	4.13.5	If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the contract, the parties will attempt to develop a mutually satisfactory solution failing which the dispute shall be resolved in accordance with GCC Clause 4.15.
	4.13.6	Force Majeure shall not qualify the contractor to claim payments or any on behalf of non performance herein.
<b>4.14</b>		<p><b>Security:</b></p> <p>The TPIA is bound by the Official Secrets Act 1923 and, in its connection any other statutory Act / Law / Amendment in force and the information given is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therein. The TPIA shall be responsible to ensure that all persons employed by him in the execution of any work in connection with this Contract are fully aware of the provisions of the Official Secrets Act 1923 / Law / Amendment in force and have undertaken to comply with the same.</p> <p>The TPIA shall also ensure secrecy of design, construction, equipment and documentation and shall carry out all or any instructions given by the OPA/DGQA in this respect. Should the OPA/DGQA desire to check up the security measures which have been provided, or will be adopted to achieve security, the TPIA shall produce necessary evidence to establish the same. In giving any information to the Sub-Contractor, the TPIA shall furnish to the Sub-Contractor only such information as may be necessary for carrying out the respective work entrusted to them. The security of the Stores under QA, men and material in the vendors' premises is the TPIA'S responsibility.</p>
<b>4.15</b>		<b>Governing Law:</b> The Contract shall be governed by and interpreted in accordance with laws of Indian Republic and subject to jurisdiction of Delhi courts.

Clause Nos.		Contents
<b>4.16</b>		<b>Arbitration</b>
	4.16.1	<p>Any dispute(s) or differences(s) arising out of or in connection with the contract shall, to the extent possible in the first instance be resolved amicably between the Contractor DGQA and the OPA. All questions &amp; disputes relating to the Contract shall be referred to the sole arbitrator appointed.</p> <p>Subject as aforesaid, the provisions of Arbitration &amp; Conciliation Act, 1996 or amendments thereof or reenactments thereof and rules made there under in force shall apply to the arbitration proceedings under this clause. The arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The arbitrator shall give the award and the reasons for the award. The decision of the arbitrator shall be final and binding upon the Parties and such decision may be enforced by any court of competent jurisdiction. The venue of arbitration shall be Delhi, India.</p>
	4.16.2	The cost of arbitration shall be borne in such manner as may be specified in the award of arbitrator. However, expenses incurred by each party in connection with the preparation, presentation etc; of its cases prior to, during and after the arbitration proceedings shall be borne by each party itself.
	4.16.3	Notwithstanding any reference to the arbitration herein; the parties shall continue to perform their respective obligations under the Contract unless agreed otherwise.
<b>4.17</b>		<b>Suspension:</b> DGQA reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligations of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.
<b>4.18</b>		<b>Risk and Cost Clause:</b> In case the contractor is not in a position to execute the inspection services/ fails to execute the inspection services, OPA reserves the right to get the same services executed by any other agency and all additional costs (either in the rates or any other cost) incurred shall be recovered from the defaulting contractor's pending bills and /or security deposit amounts or otherwise.
<b>4.19</b>		<b>Sub Contract;</b> The clause no. 2.3 of Section –II shall be applicable.
<b>4.20</b>		<b>Performance Monitoring:</b> As per clause 2.7 of Section II

Clause Nos.		Contents
4.21		<p><b>Termination Of Rate Contract:</b></p> <p>DGQA reserves the right to terminate the rate contract at any time during the validity period on account of non fulfillment of any contract condition, adverse feedback regarding quality of services rendered, indulgence in unethical practices or questionable integrity.</p>
4.22		<p><b>Integrity Pact :</b></p> <p>Bidders shall execute Integrity Pact with DGQA as per Annexure VI - duly signed and stamped. Bids received without Integrity Pact shall be rejected.</p>
4.23		<p><b>Confidentiality:</b></p> <p>The parties agree &amp; acknowledge that in the course of their discussions and interaction, DGQA may disclose information of confidential and proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential &amp; secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need to know basis, without the prior written permission of DGQA.</p>

**SECTION -V**

**ANNEXURES**

**INDEX**

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Annexure-II.	Bid Form
Annexure-III.	Rate Contract Agreement
Annexure –IV	Declaration Certificate (regarding banning , blacklisting from business)
Annexure – V	No Deviation Certificate
Annexure – VI	Integrity Pact
Annexure – VII	Inspection charges on Man Day basis.
Annexure – VIII	Details of Stores to be outsourced to TPI.



**ANNEXURE- I**

**CHECK LIST FOR BIDDERS**

(The bidder shall fill-up, sign, stamp and enclose the checklist with (Part-I) bid. The bid shall be treated as incomplete in absence of it)

<b>Sr No</b>	<b>Description</b>	<b>Bidders Confirmation and Acceptance</b>	
		<b>Yes</b>	<b>No</b>
1.	Copy of registration certificate.		
2.	General requirements of Section-II and General Contract Conditions (GCC) of Section-IV.		
3.	All the pages of Bid documents are accepted & signed by authorized signatory.		
4.	The notarized power of attorney for authorized signatory is enclosed.		
5.	EMD – Demand draft is enclosed		
6.	Tender fee – Demand draft is enclosed		
7.	The bid is valid up to three months after price bid opening		
8.	Prices are firm up to validity period of rate contract.		
9.	Integrity Pact enclosed		
10.	Declaration Certificate		
11.	No Deviation Certificate		

**Date**

**Signature/ Seal of Authorised Signatory**

**BID FORM**

Date .....

Name of Contract –Rate Contract of DGQA with Third Party Inspection Agency for Inspection of Stores Offered by Private Industries when Designated by OPA.

Sir,

1.0 With reference to the tender No.....dated....., we the under signed, having examined the tender specification, including amendment, and offer to provide the services under above named contract in full conformity with the said tender specification.

**2.0 Annexure to the Bid Form**

2.1 In line with the requirement of the Bid document, Clause no 3.3.6 of ITB, Section III, we enclose herewith EMD in the form of bank draft no. .... of.....  
(Name of Bank)

for a sum of Rs.....(Rupees..... )  
(in figures ) (in words)

And Tender fee (Non-refundable) in the form of bank draft no. ....of.....  
(Name of Bank)

for a sum of Rs.....(Rupees..... )  
(in figures ) (in words)

2.2 A power of attorney authorised by a Notary Public indicating that the persons signing the bid have the authority to sign the bid and that the bid is binding upon us during the full period of its validity in accordance with the ITB clause No.3.3.2.1(f) and 3.3.7.7.

2.3 Duly filled Check List for Bidder as per Annexure –I of Section -V & Certificate of incorporation/ Registration along with support Documents.

**3.0 PRICE SCHEDULES:**

3.1 In Line with the requirements of the Bid Documents, we enclose herewith the Inspection charges as man day cost for inspection for local and out station in each case separately as required by clause no. 3.3.3 of Section-III

3.2 We are aware that the Price Schedule do not generally give a full description of the work to be performed and we have read the Technical requirement & Specifications and the complete Bid Documents to ascertain the full scope of work while filling in the rates and prices. We agree that the entered rates and prices include the full scope as aforesaid including overheads and profit.

3.3 We declare that as specified in the Conditions of Contract, prices quoted by us in the Price Schedules are firm and we will not claim any price variation.

3.4 We have read the provisions of the general conditions of contract and confirm that these provisions are acceptable to us

4.0 If our bid is accepted, we undertake to provide security in the form and amounts, and within time specified in the bid document.

5.0 We agree to abide by this bid for a period of Four calendar months from the date fixed for opening of price bid, and it shall remain biding upon us and may be accepted by DGQA at any time before the expiration of that period.

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

Thanking you, we remain,

Yours faithfully,

(Signature)

(Printed Name)

(Designation)

(Common Seal)

Date:

Place:

Business Address:

**RATE CONTRACT AGREEMENT**

Agreement No. and Date -----

Name of the Work-----

Name of the Contractor with-----

Full Address -----

Scope of work (Inspection activity)

Letter of Award No.&Date -----

Scheduled Commencement Date -----

Scheduled Completion Date-----

THIS AGREEMENT MADE THIS----- DAY OF ----- 20 between  
DGQA, DDP, MOD

AND

M/s -----

----- (hereinafter called the 'Contractor', on the  
SECOND PART.

WHEREAS M/s -----

have acquired and possess extensive experience in the field of -----

And where as in response to an Invitation to Tender No -----issued by DGQA for  
execution of -----, the contractor submitted their offer  
No.-----dated-----

And whereas DGQA has accepted the offer of the Contractor on terms and conditions  
specified in the letter of Award No.-----dated read with the  
references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of \_\_\_\_\_ and more particularly described in Tender Specification No. \_\_\_\_\_ (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Bidders, General Conditions of Contract (GCC), Qualification and eligibility requirements, General requirements, Annexure, Letter of Award dated \_\_\_\_\_ and such other instructions given to him from time to time by DGQA.
2. The contractor is required to furnish to OPA security deposit at the time of placing the contract for inspection.
3. The contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by OPA and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, OPA shall be entitled to take such action as deemed fit and proper for recovering the said sum.
4. That in consideration of the payments to be made to the contractor by OPA in accordance with Clause 4.7 of GCC, the Contractor hereby covenants and undertakes with OPA/DGQA that they shall execute and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
5. That the contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also satisfied himself as to the nature and character of the works to be executed by him.
6. That the contractor shall carry out and complete the execution of the said works to the entire satisfaction of DGQA & OPA within the agreed time schedule, the time of completion and accuracy of work being the essence of Rate contract.
7. That OPA, after proper scrutiny of bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by OPA in accordance with this agreement.
8. That this Rate contract Agreement shall be deemed to have come into force from-----  
-----the date on which the letter of award has been issued to the contractor.

9. That whenever under this Rate contract or otherwise, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted in the manner as set out in the GCC or other conditions governing this Agreement.
10. That all charges on account of octroi, terminal and other taxes, including GST or other duties on materials obtained for execution of the said works shall be done and paid by the contractor.
11. That OPA shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C ) of the Income Tax Act,1961
12. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on DGQA and/or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor with respect to compensation payable to **OPA & DGQA** or contractor's obligations shall remain unaffected.
13. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the letter of Award shall prevail.

#### **14. INTERPRETATION**

14.1 This RFP shall be governed by the laws of Republic of India.

14.2 In the event of any conflict or discrepancy between the provisions of any Article to this RFP and any Annex thereof, the Article of this RFP shall prevail.

14.3 This RFP the entire agreement between the OPA/DGQA and the TPIA

14.4 Any amendment to this RFP and its Annexes shall be in writing and signed by both Parties.

14.5 In the event of any conflict with respect to specification/drawing/existing practices, the order of precedence for acceptance would be as follows:-

(a) THE DGQA APPROVED DRAWING

(b) SPECIFICATION VIDE SCHEDULE OF REQUIREMENTS

(c) THE OPA/DGQA DECISION

14.6 The failure of either Party to enforce any provision of this RFP shall not be considered as a waiver of such provision or the right of such Party thereafter to enforce the same.

15. The following documents shall also form an integral part of and govern this agreement:

I) Invitation to Tender No -----and the documents specified therein

II) Contractor's Offer No-----dated-----

III) Letter of Award No.-----dated-----

IV) Tender Specification No.-----

V) General Contract Conditions(GCC)

VI) General Requirements

VII) Qualification and Eligibility Requirements

VIII) Price Schedule

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(CONTRACTOR)

( to be signed by a person holding

1.

a valid power of attorney)

2.

WITNESS

(For and behalf of DGQA)

1

2

Company  
Logo

Letter  
Head

**DGQA Ref: Tender Notification No.....Dtd.....**

**DECLARATION CERTIFICATE**

I/ We do hereby declare that there is no case with the Police/Court/RBI/IRDA/SEBI/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended/delisted/blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/Any Quality assurance Body/Autonomous Body/Financial institution/Court. We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

**(Signature & Seal of the firm)**

Date.....



Company Logo

**Annexure - V**

Letter Head

**DGQA Ref: Tender Notification No.....Dtd.....**

**NO DEVIATION CERTIFICATE**

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS TO THE TERMS & CONDITIONS OF YOUR TENDER SPECIFICATION NO.AA/CQ/TPI/018/2007 Rev 02 dt 30.09.2010 AND ACCORDINGLY ACCEPT ALL THE TERMS & CONDITIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

**(Signature & Seal of the Firm)**

Date.....

**INTEGRITY PACT**

**General**

1. Whereas the PRESIDENT OF INDIA, represented by \_\_\_\_, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Defence Stores, and M/s \_\_\_\_\_, represented by, \_\_\_\_\_ (Designation which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores. 2. Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

**Objectives**

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

**Commitments of the Buyer**

4. The Buyer Commits itself to the following:-

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **7. Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **8. Earnest Money**

8.1. Every bidder, while submitting commercial bid, shall deposit an amount\* \_\_\_\_\_ as Earnest Money, with the buyer through any of the following instruments:-

(i) Bank Draft in favour of the PCDA, New Delhi.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A model Bank guarantee format is enclosed.

8.2. The Earnest Money Deposit shall be valid up to a period of 3 months from expiry of the validity bid submitted by the seller. The Earnest Money Deposit shall be refunded by the buyer within 30 days from date of conclusion of Rate Contract.

8.3 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Earnest Money Deposit in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.4 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money for the period of its currency.

## **9. Company Code of Conduct**

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## 10. Sanctions for Violation

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one 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 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

(iii) To immediately cancel the Rate contract, if already signed, without giving any compensation to the Bidder.

(iv) To cancel all or any other Rate Contracts with the Bidder.

(v) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(vi) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(vii) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

(ix) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder. (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

### **11. Fall Clause**

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar services was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

### **12. Independent Monitors**

12.1 The Buyer has appointed Independent Monitors for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given)

12.2 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Head of the Acquisition Wing of the Ministry of Defence, Government of India.

### **13. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

### **15. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

### **16. Validity**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the Rate contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Witness

Witness

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

**Annexure- VII**

**TPI QUOTE FOR INSPECTION CHARGE**  
**(As per the list attached at Annexure VIII)**

SI No.	Items & Cat Pt No	Total Inspection Charges for complete Store (in Rupees)			
		Local		Out Station	
		Figures	Words	Figures	Words

- Note:-**
1. To be filled by TPIA registered by DGQA for this activity, failure to which it will be treated as invalid.
  2. Overall Evaluation of L1 will be done on the basis of price quoted for the service excluding GST
  3. GST : As applicable will be over and above the quote.

**(Signature & Seal of the Firm)**



**DETAILS OF STORES TO BE OUTSOURCED TO TPI**

Sr No	Nomenclature of store with Def / Cat Pt / Mfr Pt No		Anticipated qty to be procured	Lots offered as per QAP		QAP/ATP Details No & dt	Inspection effort in man-day per Lot	Maximum no of days permissible for inspection of the lot	Remarks
				No of Lots	Lot size				
1	BSLA 12V 32AH	6140-000439	5000	02	≥ 3000	QAP No. CQAL /E/SB/01/2019 Dt Mar 2019 and Governing specification CQAL 637(D).	21	21	Man Day Calculation for QA is based on Lot Size > 1000. It is recommended that minimum Lot Size may be ≥ 3000, if the quantities to be procured are in large number.
2	Bty 12V 35AH	6140-005368	150	01	150		14	14	
3	BSLA 12V 60AH@ C20	6140-000012	300	01	300		14	14	
4	BSLA 12V 70AH	6140-000424	1600	01	1600		21	21	
5	BSLA 12V 92AH	6140-000013	4000	02	≥ 3000		21	21	
6	BSLA 12V 88AH	6140-000489	23000	≤ 08	≥ 3000		21	21	
7	BSLA 12V 120AH	6140-005117	9000	≤ 03	≥ 3000		21	21	
8	BSLA 12V 150AH	6140-005369	2000	01	2000	QAP No. CQAL/E/SB/01/2019 Mar 2019 and Governing specification CQAL 637(D).	21	21	
9	BSLA 12V 180AH (6140-000098 old model)	6140-005189	12500	≤ 05	≥ 3000		21	21	
10	Boot High Ankle PU Rubber Sole	NIV	6,06,594 Prs	121 (Lots Approx)	5,000 Pairs (Max)	Prov Specn No. IND/TC/ 3847(A) & QAPS No. CQA (T&C)/QAPS/TC-13/17(b) Dt 30 Sep 2019	12	12	
11	Net Mosquito	8405-000248 to 266	3,58,226 Nos	36 (Lots Approx)	10,000 Nos. (Max)	CQA (T&C) /QAI/ TC-15/05 dt 17 Feb 2020	12	12	
12	Bag Kit Universal MK -II	NIV	3,44,834 Nos	14 (Lots Approx)	25,000 Nos. max defined in Specs	QAP – Not available ATP – N/A	13	13	
13	PT Uniform (T Shirt + Sport Shorts)	NIV	28,42,816 Sets	569 (Lots Approx)	10,000 Nos./ Pair (Both for T-Shirt & Shorts) 5000 Sets	CQA (T&C) /QAI/ TC-15/05 dated 17 Feb 2020	12	12	
14	Combat T-Shirt	NIV	18,00,484 Nos	181 (Lots Approx)	10,000 Nos. (Max)	CQA (T&C)/QAI /TC-15/05 dt 17 Feb 2020	12	12	
15	Sheet Hospital White Bleached	K3/7210-000026	On wastage	---	10,000 Nos. (Max)	QAPS under preparation.	12	12	
16	Belt Waist (Modified)	NIV	1,89,619 Nos	19 (Lots Approx)	10,000 Nos. max defined in Specs	QAPS No. CQA (T&C) /QAI/TC-5/1/ 2020 dated 28 Feb 2020 ATP – N/A	10	10	

**DETAILS OF STORES TO BE OUTSOURCED TO TPI**

Sr No	Nomenclature of store with Def / Cat Pt / Mfr Pt No		Anticipated qty to be procured	Lots offered as per QAP		QAP/ATP Details No & dt	Inspection effort in man-day per Lot	Maximum no of days permissible for inspection of the lot	Remarks
				No of Lots	Lot sizes				
17	Cloth Cotton Pagri OG	CA/8305-000155	5,00,000 Mtrs	20	25,000 Mtrs (Max)	CQA (T&C) /TC-1(a dated)/2019 /01 dated 02 Aug 2019	11	11	
18	Cap FS Disruptive	NIV	4,20,000 Nos	42	10,000 Nos. (Max)	CQA (T&C) /QAI/TC-15/05 dated 17 Feb 2020	09	09	
19	Combat Dress (Jacket & Trousers)	NIV	10,51,429 Sets	211	5,000 Sets (Max)	CQA (T&C) /QAI/TC-15/05 dated 17 Feb 2020	13	13	
20	Coat Combat Disruptive with Indian Army logo	NIV	1,68,215 Nos	34	5,000 Nos. (Max)	CQA (T&C) /QAI/TC-15/05 dated 17 Feb 2020	13	13	
21	Shoes Canvas Brown	CD/8430-000051 -60	26,28,573 prs	105 Appro x	25,000 Pairs (Max)	SS: 8430-05-2015 Rev No. 03 & QAPS No. CQA (T&C) /QAPS/TC-13/18(b) dated 10 Feb 2020	12	12	
22	Shoes Canvas White	CD/8430-000061 to 68 & 000354	2,02,437 Prs	08 Appro x	25,000 Pairs (Max)		12	12	
23	PT Shoes Sport Footwear	NIV	13,14,287 Prs	131 Appro x	10,000 Pairs (Max)	IS: 15844-2010 & supplementary Schedule No. CQA (T&C)/ Sport Footwear/TC-13/2014 & QAPS No. CQA (T&C) /QAPS/TC-13/20 dated 17 Feb 2020	12	12	

**N.B.**

1. It essential that OPA in supply order specify that the manufacturer offers product to TPIA as per lot size indicated against each item.
2. In case quantity on order is not a whole multiple of lot size and if the balance quantity is more than half the lot size it will be offered as a separate lot, otherwise the balance quantity will be amalgamated in the last lot. In such case, the man-day efforts will be worked out depending on the inspection effort w.r.t. activity involved as indicated in QAP.