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तटरक्षक वायु सामग्री भंडार (गोवा)
Coast Guard Air Store Depot (Goa)
(आई एस ओ 9001-2008 प्रमाणित संस्था)
(An ISO 9001:2008 Organisation)
दाबोलिम विमानपत्तन, गोवा- 403 801
Dabolim Airport, Goa- 403 801

File No.:438/02

02 May 17

M/s _____

**INVITATION OF BIDS FOR ANNUAL MAINTENANCE CONTRACT FOR SERVICING,
INSPECTION AND MAINTAINANCE OF AVIATION STORES AND GSE/GHE OF
DORNIER, CHETAK AND ALH AIRCRAFT**

Request for Proposal (RFP) No CGASD/TE/MW/ 01 /2017-18 DATED 02 May 17

1. Bids in sealed cover are invited for supply of item listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

- | | | |
|--|-----|--|
| a. Bids/queries to be addressed to | : | The Officer-in Charge |
| b. Postal address for sending the Bids | : | Coast Guard Air Stores Depot
Dabolim Airport,
Goa-403 801 |
| c. Name/designation of the contact personnel | : | Deputy Commandant Harender Rai
Logistics Officer |
| d. Telephone numbers of the contact personnel: | | 0832-2532952 |
| e. E-mail ids of contact personnel | ::- | cgasd-go@indiancoastguard.nic.in |
| f. Fax number | : | 0832-2532346 |

3. This RFP is divided into five Parts as follows:-

a. Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

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

c. Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

d. Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

e. Part V – Contains Evaluation Criteria and Format for Price Bids.

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



(हरेन्द्र राय /Harender Rai)
उप-कमांडेंट /Deputy Commandant
संभारिकी अधिकारी/Logistics Officer
कृते प्रभारी अधिकारी/for Officer-in-Charge

Part I – General information

1. Last date and time for depositing the Bids: 1500 HRS / 22 May 17

The sealed Bids commercial, should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids:

Sealed Bids should be either dropped in the Tender Box marked as Tender Enquiry Box or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of Bids: 1600 HRS / 23 May 17

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

4. Location of the Tender Box: Reception:

At CGASD (Goa) (Reception/Mail Office). Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong tender box will be rendered invalid.

5. Place of opening of the Bids:

At CGASD (Goa) (Reception/Mail Office). The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. Forwarding of Bids –

Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

7. Clarification regarding contents of the RFP:

A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than **14 (fourteen) days** prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

8. Modification and Withdrawal of Bids:

A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the

purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

09. Clarification regarding contents of the Bids:

During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. Rejection of Bids:

Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. Unwillingness to quote:

Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

12. Validity of Bids:

The Bids should remain valid for **120 days** from the last date of submission of the Bids.

13. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for amount of 10,000.00 (Rupees ten thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM- 13(Available in MOD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The bid security of the successful bidder would be returned without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered for the same item/range of products/goods or services with the central Purchase Organization (e.g DGS & D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

Part II

ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** : Services required as specified below.
2. **Scope of Work** : The essence of Annual Maintenance Contract is to establish 100% Servicing, inspection and maintenance of complete Dornier, Chetak and ALH Spares and associated Ground Support/Ground Handling Equipments held at Coast Guard Air stores Depot (Goa) at all items as per procedure laid down in respective Aircraft Maintenance Manual and associated literature. It will be the responsibility of your firm (here in after termed as contractor) to keep all the permanent and consumable Air stores in well maintained conditions at all times. A record to this effect is to be maintained by the contractor and put up for monthly signature to the Officer-in-Charge Coast Guard Air store Depot (Goa). Scope of work required to be carried out is as follows:-
 - (a) Servicing, inspection and maintenance / Storage of 100% Dornier, Chetak, and ALH spares and associated Ground Support/Ground Holding Equipment held at Coast Guard Air store Depot (Goa) as per procedure laid down in respective Aircraft Maintenance Manual and associated literature.
 - (b) Provide routine servicing and repairs on Ground Support Equipments (GSE) held with CGASD (Goa) including replacement of items, (Materials will be supplied by the firm and spares by unit) . The term materials include following:-
 - (i) Pipes and joints for pipes
 - (ii) Bearings, nuts, bolts, washers and fasteners when ever required
 - (iii) Material for all wood repair jobs
 - (iv) Spares for batteries and material for cleaning electrical contacts, electrical equipment and their accessories
 - (v) materials like grease, oil, seals, filters, paint, putties, araldite and electrical items like switch, plugs, cable, pin, fuse, terminal box, contacts, washers, nuts, split pins, Teflon tape, , etc.
 - (c) Re-preservation of items after every four months as listed in NTI/CTK/2/2001.
 - (d) Painting during Servicing, inspection and maintenance, wherever, required.
 - (e) Prevention/ Removal of corrosion during Servicing, inspection and maintenance.
 - (f) Replacement of deteriorated/ termite eaten boxes to ensure better storage of items.
 - (g) Weekly pressure check and N2 charging on components packed in pressurized container.

- (h) Cleaning and Wrapping of items with good quality polythene/ paraffin paper to prevent dust accumulation.
- (j) Demarcation of boundaries along with fabrication of Signboards/ Tallies/Instructions board etc. for identification of Dornier, Chetak and ALH Heavy Spares and associated Ground Support/Ground Holding Equipments kept in hangar.
- (k) Items kept in hangar to be elevated from ground to maintained hygienic condition of stores/spares.
- (l) Painting of storage shelves.
- (m) All the materials, paints etc that are to be utilized during the servicing of the GSE shall be produced for inspection of the representative of the Coast Guard before being used by the firm during jobs on GSE.
- (n) Silica gel to be provided for all spares stocked and be replaced quarterly.
- (p) The transportation charges of the GSE related material and man power between the Unit and the service station is included within the scope.

3. **PERIOD OF CONTRACT**:- The AMC will commence w.e.f. date of signature on agreement by both party and the period of contract will be **for one year**. The duration of the contract may be extended upto 03 (three) years subjected to satisfactory performance of contractor. AMC may be renewed on completion of each year with same contractor subject to standard operating conditions and satisfactory performance. However a fresh sanction is to be obtained every year. Please note that the contract can be cancelled unilaterally by the depot in case, you are not maintaining the GSE and air stores in serviceable condition within the contract period. Extension of contract period will be at the sole discretion of depot, with applicability of LD clause.

4. **INSPECTION**:- Inspection of work will be carried out by the Officer-in-Charge Coast Guard Air Stores Depot (Goa) or by his delegated representative on as required basis and on completion of work.

5. **Two-Bid System** : NA

6. **Commencement of work** – : On approval from competent Authority.

(a) Please note that Contract can be cancelled unilaterally by the Buyer in case the Servicing, inspection and maintenance work found/ considered un-satisfied/ up to the aviation standard, by the Officer-in-Charge, CGASD (Goa). Extension of contract period will be at the sole discretion of the Buyer, with applicability of LD clause.

(b). Vendor should meet all the statutory requirements of central/state Govt. as applicable with reference to the payment of minimum wages/PPF, taxation and other legal dues.

(c) The safety of the workers/supervisors will be the responsibility of the vendor and CGASD will not be liable to pay any compensation in case of accident/loss of life etc. So men should be covered under insurance policy.

(d) Workers will have no claim on Govt. service by virtue of this contract.

7. Site details

: –

Coast Guard Air Store Depot (Goa)
(An ISO 9001:2008 Organisation)
Dabolim Airport, Goa- 403 801

Part III

Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract.
3. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence**: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission**: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor

has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

7. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

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

9. **Termination of Contract**:

The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than (03 months) after the scheduled date.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than 06 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting**: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. **Patents and other Industrial Property Rights**: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
13. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. **Taxes and Duties**:
- a) **In respect of Foreign bidders**: All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples shall be paid by the parties under the present contract in their respective countries.
- (b) In respect of indigenous bidders**
- i) **General**
1. Bidders must indicate separately the relevant Taxes/Duties to be paid in connection with delivery of completed goods specified in RFP. In absence of this the total cost quoted by them in their bids will be taken into account in the ranking of bids.
2. If any concession is available in regard to rate/quantum of any duty/tax, as mentioned by the seller in their bids, relevant certificate will be issued by the buyer to enable the seller to obtain exemptions from taxation authorities.
3. Any changes in levies, taxes and duties by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within the contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation

4. Levies, taxes and duties levied by the Central/State/Local governments such as excise duty, VAT Service tax, Octroi/entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.

(ii) Customs Duty –

1. For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

2. Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

3. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(iii) Excise Duty -

1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

3. The Seller is also required to furnish to the Paying Authority the following Certificates:

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

4. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(IV) Sales Tax / VAT

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(V) Octroi Duty & Local Taxes

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15. Pre-Integrity Pact Clause: An “Integrity Pact” would be signed between the Ministry of Defence/Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request). The essential elements of the Pact are as follows:

- a. A pact (contract) between the Government of India (Ministry of Defence) (the authority or the “principal”) and those companies submitting a tender for this specific activity (the “Bidder”);
- b. An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by each Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- e. The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - i. Denial or loss of contracts;
 - ii. Forfeiture of the Bid security and performance bond;
 - iii. Liability for damages to the principal and the competing Bidders; and
 - iv. Debarment of the violator by the Principal for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company).

Part IV

Special Conditions of RFP

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

1. **Performance Guarantee:**

a. **Indigenous Cases** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **10%** of the Supply Order value within 30 days of signing of this Supply Order. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM- 15, enclosed to Part-IV of this Supply Order.

2. **Option Clause** :- **NA**

3. **Repeat Order Clause** :- **NA**

4. **Tolerance Clause** :- **NA**

5. **Payment Terms for Indigenous Sellers**

(a) It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through Cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). Payment will be made through ACDA(N).

(b) 100% payment on deliver and acceptance by the user.

6. Payments terms for Foreign Sellers:- **NA**

7. **Advance Payments:** No advance payment will be made.

8. **Paying Authority:**

(a) Indigenous Sellers: 100% payment of bills will be made on supply of the item through ACDA(Navy), Shanti Nagar, Goa on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill/Seller's Bill
- ii. Ink-signed copy of Commercial invoice / Seller's bill.
- iii. Copy of Work Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- iv. CRV in duplicate
- v. Inspection Note

- vi. Sanction Letter
- vii. Bank guarantee for advance, if any.
- viii. Guarantee / Warranty certificate.
- ix. Performance Bank guarantee / Indemnity bond where applicable.
- x. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- xi. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- xii. Any other document / certificate that may be provided for in the Work Order / Contract.

xiii. User Acceptance.

xiv. Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

9. Fall clause

The following Fall clause will form part of the contract placed on successful Bidder -

a. The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

- i. Exports by the Seller.
- ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- iii. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below-

10. Exchange rate Variation Clause : NA

11. Risk & Expense clause:

a. Should the stores or any installment thereof not to be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

b. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

c. In case of material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good.

i. Such default.

ii. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

d. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 50% of the value of contract.

12. Force Majeure clause:

a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation,

blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

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

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

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

13. **Buy- Back Offer** : NA

14. **Specification**: The specification clause will form a part of the contract placed on successful bidder- The seller guarantees to meet the specification as per part –II of RFP.

15. **Export License** : NA

16. **OEM Certificate**: In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

17. **Earliest Acceptance Year of Manufacture**: Product should not be manufactured before Mar 2016

18. **Buyer Furnished Equipment** : NA

19. **Transportation**: Mode of despatch will be door delivery at CGASD (Goa) by road (freight pre-paid).

a. **CIF/CIP** – The stores shall be delivered CIF/CIP _____(Port of destination). Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller also has to procure marine insurance against the Buyer's risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The stores shall be delivered to the Buyer by Indian ships only. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The goods should be shipped by

Indian vessels only. However, the Seller can still utilize the services of the MoD, Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/signed in case of import of Defence Stores being brought in commercial ships to Embarkation Head Quarters concerned well in advance before the Ship sails the port of loading:

- i. Name of the Ship
- ii. Port of Loading and name of Country.
- iii. ETA at port of Discharge i.e. Bombay, Calcutta, Madras and Cochin.
- iv. Number of Packages and weight.
- v. Nomenclature and details of major equipment.
- vi. Special instructions, if any stores of sensitive nature requiring special attention.

OR

b. **FOB/FAS** -- The stores shall be delivered FOB (as per INCOTERMS 2000, or latest version). The stores shall be delivered to the Buyer by Indian Ships only. In case of FOB/FAS contracts, shipping arrangements shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination and Officer, Ministry of Surface Transport, New Delhi, India. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least eight weeks in advance for finalizing the shipping arrangement, through Fax/Telex and courier, to the Chief Controller of Chartering, Shipping Coordination Officer, Ministry of Surface Transport, Government of India, New Delhi. Within 3 (three) weeks of receipt of the advance notice, as above, the said Chief Controller of Chartering, Shipping Coordination Officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered. If the advice for shipping arrangement is not furnished to the Seller within 3 (three) weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than 15 (fifteen) days of the date of readiness of cargo, as aforesaid, the Seller may arrange for such transport on alternative carriers with the prior written consent of the Buyer. Where the Seller is required under the contract to deliver the goods on FOB/FAS basis and to arrange on behalf and at the expense of the Buyer for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the Seller may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the Buyer. Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the Buyer was obtained), the Seller will be liable for all payments and expenses that the Buyer may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the Buyer. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The Seller may contact Shipping Officer, Ministry of Surface Transport, Chartering Wing, Transport Bhavan, Parliament Street, New Delhi-110011 (Telegraphic Address: TRANSCHART, NEW DELHI-1, Telex "VAHAN" In 31-61157 OR 31-61158, Phone 2371 9480, Fax 2371 8614).

OR

c. **FCA** - The delivery of the goods shall be FCA _____ Airport. The dispatch of goods shall be made by air to port consignee. The Buyer shall advise full details of its freight forwarder to the Seller no later than 60 days prior to the delivery of the first consignment otherwise the Seller may nominate the freight forwarder which shall be at

the Buyer's expense. Any delay in advising or delay by the freight forwarder shall be at the responsibility of the Buyer. The date of issue of the Air Way Bill shall be considered as the date of delivery.

20. **Air Lift** : **NA**

21. **Packing and Marking:**

The following Packing and Marking clause will form part of the contract placed on successful Bidder –

a. The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

b. The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

c. Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- i. Part Number:
- ii. Nomenclature:
- iii. Number of Items:

d. One copy of the packing list in English shall be inserted in each package as well pasted on each boxes.

e. If necessary, each package shall be marked with warning inscriptions:
<Top>, "Do not turn over", category of cargo etc.

f. Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

22. **Quality:** the quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before Nov 12, and shall incorporate all the latest improvements and modifications thereto.

23. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within 02 (Two) Months of this date of Contract. Buyer's reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standards and having 100% defined life at the time of delivery.
24. **Inspection Authority:** The inspection will be carried out by The Officer-in-Charge, CGASD (Goa). The mode of inspection will be Joint inspection.
25. **Pre-Dispatch Inspection** : **NA**
26. **Joint Receipt Inspection:** the following Joint Receipt Inspection clauses will form part of the contract placed on successful Bidder-
- a. The parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival at CGASD (Goa), Goa. JRI shall be completed within 15 days of arrival of goods at CGASD (Goa). JRI will consist of
- i. Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.
 - ii. Complete functional checking of the stores/ equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of the spares shall not be done.
 - iii. Check proof and firing , if required.
- b. JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of 07(seven) days to attend the JRI for the delivered goods. The Seller shall have right not to attend the JRI. The bio data of the Seller's representative will need to be communicated fifteen (15) days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable.
- c. Upon completion of each JRI, JRI proceedings and acceptance certificate will be signed by both the parties. In case the Seller's representative is not present ,the JRI proceedings and acceptance certificate shall be signed by Buyer's representative only the same shall be binding on the Seller. Copy of JRI proceedings and acceptance certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance certificate shall not be issued and claims raised as per the article on Claims in the contract. In case of claims, acceptance certificate shall be issued by the Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the Jri as mentioned above for reasons exclusively attributable to him, the JRI shall be deemed to have been performed and the stores/ equipment fully accepted.
27. **Franking clause:** The following Franking clause will form part of the contract placed on successful Bidder –

a. **Franking Clause in the case of Acceptance of Goods** “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.

b. **Franking Clause in the case of Rejection of Goods** “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

28. **Claims**: The following Claims clause will form part of the contract placed on successful Bidder –

a. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request) .

d. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller’s office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

e. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller’s arrangement.

f. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

g. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller’s representative stationed in India.

29. **Warranty** – The following Warranty will form part of the contract placed on successful Bidder

a. The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

b. The Seller warrants for a period of **12 months** or applicable from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

c. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

d. The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within in **10% of the warranty period.**

e. The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

f. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **10% of the warranty period** of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of **45 days** of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

g. In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

30. **Product Support:** The following Product Support clause will form part of the contract placed on successful Bidder –

a. The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) sub-contracted from other agencies/manufacturer by the Seller for a maximum period of **07** years including **01** years of warranty period after the delivery of compactors.

b. In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the

Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

c. Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

31. Annual Maintenance Contract (AMC) Clause - The following AMC clause will form part of the contract placed on successful Bidder -

a. The Seller would provide comprehensive AMC for a period of ___ years. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:

i. **Preventive Maintenance Service:** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional check ups and minor adjustments/ tuning as may be required.

ii. **Breakdown maintenance Service:** In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

b. Response time: The response time of the Seller should not exceed _____hours from the time the breakdown intimation is provided by the Buyer.

c. Serviceability of ___% per year is to be ensured. This amounts to total maximum downtime of ___days per year. Also unserviceability should not exceed ___days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

d. Maximum repair turnaround time for equipment/system would be _____ days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

e. Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

f. During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

g. The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of ___ months. The Seller will not be entitled to claim any compensation against such termination. However, while

terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

32. **Engineering Support Package (ESP) Clause** : NA

33. **Price Variation Clause** : NA

Part V

Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax etc on final product, as quoted by bidders.
 - (ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –
 1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
 2. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
 3. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
- d. deleted
- e. In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.
- f. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- g. The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of ____%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

h. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

i. Any other criteria as applicable to suit a particular case.

2. Price Bid Format (to be used for L-1 determination): The Price Bid Format in general is given below and the Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (The format indicated below is only as an illustration. This format should be filled up with items/requirements as mentioned in Part-II of RFP.

a. Basic cost of the item/items:

<u>SL.</u>	<u>Details of Works (AMC)</u>	<u>Quarterly Payments (In Rs.)</u>	<u>Total Price (In Rs.)</u>
i.	Cost of Supervisor		
ii.	Material for Servicing, inspection and maintenance		
iii.	Other Charges (if any)		
iv.	Taxes (Specify Nature of Tax, Percentage and Amount)		
	Total price of item(s)		

Number of (Technicians)_____ Supervisors_____ will be employed by the firm

- b. Accessories
- c. Installation / Commissioning charges
- d. Training
- e. Technical literature
- f. Tools
- g. AMC
- h. Any other requirement

Note:- 1. Determination of L-1 will be done based on total of basic prices(not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octroi/entry tax etc on final product) of all items/requirements as mentioned above.

3. Additional information in price Bid on Taxes and Duties (Not in scope for L-1 Determination)-

- a. Is Excise Duty extra
- b. If Yes, mentioned the following-
 - i. Total value of items on which Excise Duty is leviable
 - ii. Rate of Excise duty(item-wise if different ED is applicable).
 - iii. Surcharges on Excise duty, if applicable
 - iv. Total value of excise duty payable
- c. Is Excise Duty Exemption required

- d. If yes , then mention and enclose the following:
 - i. Excise notification number under which EDE can be given
- e. Is VAT extra
- f. If yes , then mention the following:-
 - i. Total value on which VAT is leviable
 - ii. Rate of VAT
 - iii. Total value of VAT leviable
- g. Is Service Tax extra
- h. If yes, then mention the following
 - ii. Total value of Services on which Service Tax is leviable
 - ii. Rate of Service tax leviable
 - iii. Total value of Service Tax leviable
- j. Is custom duty Exemption(CDE) required

- k. If yes, then mention the following-
 - i. Custom notification number under which CDE can be given (Enclose a copy)
 - ii. CIF value of stores to be imported:
 - iii. Rate of Customs Duty payable:
 - iv. Total amount of Customs Duty payable.
- l. Octroi / Entry taxes
- m. Any other Taxes / Duties