

Telephone: 011-2307 1730
Reply to be addressed
to the Director General

TATRAKSHAK MUKHYALAYA
Coast Guard Headquarters
National Stadium Complex
New Delhi - 1100 01

Quoting: CGHQ/OP/0355/SACD

26 Dec 18

**ONLINE INVITATION OF (UNDER TWO BID SYSTEM) BIDS UNDER OPEN
TENDER ENQUIRY FOR PROCUREMENT OF STAND OFF ACTIVE CHEMICAL
DETECTOR**

Dear Sir/Madam

**Invitation of online bids for Supply of Stand Off Active Chemical Detector,
Request for Proposal (RFP) No CGHQ/OP/0355/SACD dated 26 Dec 18**

1. "Online Bids under Open Tender Enquiry (Two bid System) are invited from OEM only for supply of items listed in part II of this RFP. OEMs that have a policy for not supplying items directly to International customer, such OEMs may direct authorised dealers to submit the quote on their behalf. OEMs are to forward copy of their company policy and authorised dealer certificate (in original) at the time of submission of the Bid. Bids not accompanying the said copies shall not be accepted". The RFP and tender document can be viewed and downloaded from Indian Coast Guard website www.indiancoastguard.gov.in and CPPP site <https://eprocure.gov.in/eprocure/app> as per schedule given CRITICAL DATE SHEET mentioned below:-

CRITICAL DATE SHEET

| Si No. | Description | Date | Time |
|---------------|----------------------------------|---|-------------|
| (a) | Published Date | 26 Dec 18 | 1600 Hrs |
| (b) | Bid Document Download Start Date | 26 Dec 18 | 1600 Hrs |
| (c) | Clarification Start Date | 26 Dec 18 | 1700 Hrs |
| (d) | Clarification End Date | 21 Jan 19 | 1500 Hrs |
| (e) | Bid Submission Start Date | 26 Dec 18 | 1700 Hrs |
| (f) | Bid Submission End Date | 04 Feb 19 | 1500 Hrs |
| (g) | Technical Bid Opening Date | 05 Feb 19 | 1100 Hrs |
| (h) | Commercial Bid Opening Date | Will be intimated in due course after technical evaluation by TEC | |

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 Director General
[for Principal Director (SAR)]
- (b) Postal address for sending the Bids: Coast Guard Headquarters
National Stadium Complex
New Delhi-110 001
- (c) Name/designation of the contact personnel: DIG DR Sharma
Principal Director (SAR)
- (d) Telephone numbers of the contact personnel: 011-23071730
- (e) E-mail ids of contact personnel: dte-ops@indiancoastguard.nic.in
- (f) Fax number: 011-23383196

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.

5. Bid documents may be scanned with 100 dpi with black and white option, in PDF format which helps in reducing size of the scanned document.

6. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online

through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

7. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> .

A handwritten signature in blue ink, appearing to read 'DR Sharma', is written on a light blue background.

(DR Sharma)
Dy Inspector General
Principal Director (SAR)
for Director General

Part I – General information

1. Last date and time for depositing the Bids

The online Bids (both technical and commercial) should be uploaded as per this RFP by due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids

Online Bids should be scanned and uploaded before the due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of Bid documents. Bids sent by FAX or e-mail will not be considered.

3. Time and date for opening of Bids

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: Coast Guard Headquarters Reception Office

NA

5. Place of opening of the Bids - **Coast Guard Headquarters**

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. Two-Bid system The bids are to be forwarded under the Two-bid system. Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. Forwarding of Bids

Bids should be prepared 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, signed, scanned and uploaded by the bidders in the form of PDF.

8. 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.

9. 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.

10. 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.

11. 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.

12. Unwillingness to quote

NA

13. Validity of Bids

The Bids should remain valid till **180 days** from the last date of submission of the Bids.

14. Earnest Money Deposit

Bidders are required to submit Earnest Money Deposit (EMD) of **Rs. 20,00,000/- (Rupees Twenty Lakh only)** in favour of PCDA, G Block, New Delhi (in case of foreign sellers) and PCDA(Navy), Mumbai (in case of indigenous sellers), 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 authorised 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 items/ range of products/ goods or services with the Central Purchase Organization (e.g. DGS&D), DGQA, 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** – List of items required is as follows:
Name/Type of items/description of stores Qty required.

| SI | Name of Equipment | Quantity |
|-----------|------------------------------------|-----------------|
| (a) | Stand Off Active Chemical Detector | 02 |

2. **Technical Details** : As per **Appendix 'A'**
3. **Two-Bid System** :

In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The bidders are advised to submit the compliance statement in the following format along with Technical Bid :-

| Para of RFP specifications item-wise | Specification of item offered | Compliance to RFP specification – whether Yes/No | In case of non-compliance, deviation from RFP to be specified in unambiguous terms |
|---|--------------------------------------|---|---|
| | | | |

4. **Product Certification** – Bidders are required to submit following alongwith the bid:-

- (a) Certificate for the performance and capacity test of the system.
- (b) Certificate of product support for period of 10 years from date of completion of warranty period.

5. **Delivery Period**

Delivery period for supply of items would be **240 days** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

6. **INCOTERMS for Delivery and Transportation**

C.I.P. - Destination- CGSD(MB)

TERMS OF DELIVERY

(a) **Date of Delivery** The date on which the delivery is made at the consignee's site mentioned in the contract

(b) C.I.P. Destination : CGSD(MB)

7. **Consignee details** – The Officer in Charge
Coast Guard Store Depot
Mumbai, India PIN – 400 088
Telefax :022-2555 8171

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

Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in the contract. The deliveries and supplies and 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 disfavour 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, Guarantees 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 material is delayed for causes not attributable to Force Majeure for more than **03 months** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material 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**

(aa) If Bidder desires to ask for excise duty or Sales Tax / VAT/GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ab) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(ac) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the

price. Failure to do so may result in ignoring of such offers summarily.

(ad) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(ae) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any 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.

(ii) **Customs Duty**

(aa) 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 alongwith 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 cop of foreign principals' 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 _____.

(ab) 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 of 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 custom duty subsequent to the payment of duty to the custom authority by him.

(ac) 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**

(aa) 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.

(ab) 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.

(ac) The Seller is also required to furnish to the Paying Authority the following certificates:

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

(ad) 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/GST**

(aa) If it is desired by the Bidder to ask for Sales tax / VAT/GST 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 devolve upon the Buyer.

(ab) 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**

(aa) 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.

(ab) 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** Blank

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 contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(b) Foreign Cases

The Seller will be required to furnish a performance guarantee by way of Bank Guarantee from the Seller's Bank through a bank of international repute (as per advise received from SBI, Foreign Division Branch regarding acceptability of the bank guarantee) in favour of the Govt of India, Ministry of Defence. In case the advise of SBI is that the guarantee is not from a bank of international repute with satisfactory country rating and/ or a confirmation of a reputed Indian bank is required to be obtained, then the guarantee will be got confirmed by an Indian public sector bank or a private sector bank duly authorised by RBI to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd) equal to ten percent of the total value of this contract i.e. for US \$(US Dollars (in words),?..... only). Performance Bank Guarantee should be valid up to 60 Days beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the

Seller. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause** NA

3. **Repeat Order Clause** This Supply Order has a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present Supply Order within six months from the date of successful completion of this Supply Order, cost, terms & conditions remaining the same. It will be entirely the discretion to place the Repeat order or not.

4. **Tolerance Clause** NA

5. **Payment Terms for Indigenous Sellers**

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). The payment will be made as per the following terms, on production of the requisite documents:

(a) 100 % payment on delivery and acceptance by the user

6. **Payment terms for foreign Sellers**

The payments will be arranged through Letter of Credit from Reserve Bank of India/State bank of India/any other Public Sector Bank, as decided by the Buyer, to the Bank of the Foreign Seller. The Seller will give a notification within a specified period about the readiness of goods. Letter of Credit is to be opened by the Buyer within 15 to 20 days on receipt of notification of readiness from the firm. The Letter of Credit will be valid for 90 days from the date of its opening, on extendable basis by mutual consent of both the Seller and Buyer.

7. **Advance Payments** No advance payments(s) will be made.

8. **Payment Authority**

(a) **Indigenous Sellers**

PCDA (Navy) New Delhi. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

(i) Ink-signed copy of contingent bill

- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate.
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) 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.
- (xii) 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).
- (xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiv) User Acceptance.
- (xv) photo copy of PBG.

(b) **Foreign Sellers**

The Principal Controller of Defence Accounts, Foreign Payment section – IV `G' Block, DHQ PO, New Delhi – 110 011. The payment of bills will be made on submission of the following documents by the Seller to Coast Guard Headquarters, New Delhi for onward despatch to the Payment Authority. The Principal Controller of Defene Accounts

(Foreign payment section-II), G Block, New Delhi– 10 011 alongwith the bill.

- (i) Clean on Board Airway Bill/Bill of Lading
- (ii) Original Invoice
- (iii) Packing List
- (iv) Certificate of Origin from Seller's Chamber of Commerce, if any.
- (v) Certificate of Quality and current manufacture from OEM.
- (vi) Dangerous Cargo certificate, if any
- (vii) Insurance policy of 110% if CIF/CIP contract
- (viii) Certificate of Conformity & Acceptance Test at PDI, If any.
- (ix) Physio-sanitary/Fumigation Certificate, if any.
- (x) Performance Bond/Warranty Certificate.

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 contractor sells the stores or offers to sell stores of identical description to any persons/Organisations including the purchaser or any department of the Central government or any Department of the State government or any statutory undertaking of the central or State government, as the case may be, during the period or till the 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, he shall forthwith notify such reduction or sale or offer of sale to the Purchase/Contracting authority 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 a price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) 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 (i),(ii) and (iii) and (iv) of sub-para (b) above details of which are given below -”.

10. **Exchange Rate Variation Clause** NA

11. **Risk & Expense clause**

(a) Should the stores or any instalment thereof not 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 instalment 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 instalment 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 a 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.

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** Blank

14. **Specification** As per applicable International/ASTM Standard and part II of RFP

15. **OEM Certificate** NA

16. **Export License**

The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military/non-military goods to India.

17. **Earliest Acceptable Year of Manufacture**

The item should be latest manufacture conforming to the current production standard having 100% defined life at the time of delivery. Quality/Life certificate will need to be enclosed with the Bill.

18. **Buyer Furnished Equipment** Nil

19. **Transportation**

The following Transportation clause will form part of the contract placed on successful Bidder –

(a) C.I.P.

The stores shall be delivered C.I.P Destination: CGSD(MB). 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 should be shipped preferably by Indian flag vessels or by vessels belonging to the Conference lines in which India is a member country. However, if an Indian flag vessels or vessel of Conference lines a scheduled to arrive at the specified port of loading later than 15 days of readiness or on routes where Indian vessels/ Conference Lines vessels do not ply etc, the seller may arranged for shipment of the cargo by alternative carrier with the prior written permission of the buyer. The date of issue of the Bill of Landing 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. 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 concerned well in advance before the Ship sails the port of loading.

- (i) Name of Ship
- (ii) Port of Loading and name of Country.
- (iii) ETA at port of Discharge i.e. Mumbai
- (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.

20. **Air Lift**

The following Airlift clause will form part of the contract placed on successful Bidder – Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of an intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

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) Contract annex number
- (iv) Annex serial number
- (v) Quantity contracted

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- i. EXPORT

- ii. Contract No. -----
- iii. Consignee -----
- iv. Port / airport of destination -----
- v. Ultimate consignee -----
- vi. SELLER -----
- vii. Package No. -----
- viii. Gross/net weight : -----
- ix. Overall dimensions/volume : -----
- x. The Seller's marking.

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

(g) 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 and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

23. Quality Assurance

Seller would provide the Standard Acceptance Test Procedure (ATP) within one (01) month of this date of contract. Buyer 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 standard and having 100% defined life at the time of delivery.

24. Inspection Authority

Authority nominated by CGHQ

25. Pre-Dispatch Inspection NA

26. **Joint Receipt Inspection**

The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder:-

(a) The Parties agree the Joint Receipt Inspection (JRI) of delivered goods shall be conducted at location to be nominated by the Buyer. JRI shall be completed within **90 days** of arrival of goods at the Port Consignee. 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 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 fifteen (15) days to attend the JRI for the delivered goods. The Seller shall have the 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 in the Buyer's country.

(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 the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceeding 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 of defects, details of these shall be recorded in the JRI proceedings. Acceptance Certificate shall not 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 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 in India 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:

(i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or

(ii) 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 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 shall be presented within 45 days of completion of 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 –

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

(ii) The Seller warrants for a period of **12 months** from the date of acceptance of stores 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.

(iii) 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.

(iv) 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 **10%** of the warranty period.

(v) 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.

(vi) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **10%** of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of **30 days** of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance /Inspection by the Buyer/date of installation and commissioning.

(vii) 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 in India for the stores, assemblies/ subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a minimum period of **10 years excluding 01 year** of warranty period after the delivery of **items.**

- (b) Blank
- (c) Blank
- (d) Blank
- (e) Blank

V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria** :- The 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 requirement of RFP, both technically and commercially. Bidders are also required to submit product certification alongwith the bid as mentioned at para 2 & 4 of part II of the RFP.

(b) In respect of Two –Bid system, the technical Bids forwarded by the Bidder 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 Bidder will be opened whose technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided item wise 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 valuation process will be as follows:-

(i) In cases where only Indian Bidders are competing, L1 bidder will be determined by excluding levies, taxes & duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax/ octroi/ entry tax etc on final products 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. of para 1 (c) may be added

(d) NA

(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 State Bank of India on the date of the opening of Price bids.

(f) If there is a discrepancy between the unit price and 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) NA

(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.

2. **Price Bid Format:-** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details (**where ever applicable**) :-

(a) Basic cost of the item/items

| Ser | Item | Unit | Price | Qty | Total |
|-----|------------------------------------|------|-------|-----|-------|
| (i) | Stand Off Active Chemical Detector | | | | |

[Cost of accessories, tools and technical literature for OSD Spray System to be included in ser 2 (a) (i)]

(b) Accessories

(c) Blank

(d) Blank

(e) Technical Literature

(f) Tools

(g) Blank

(h) Blank

(i) Any other items

(j) Is Excise Duty extra?

(k) If yes, mention 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) Surcharge on Excise duty, if applicable?

(iv) Total value of excise duty payable:

(l) Is Excise Duty Exemption (EDE) required:

(m) If yes, then mention and enclose the following:

(i) Excise notification number under which EDE can be given:

(n) Is VAT extra?

(o) If yes, then mention the following:

(i) Total value on which VAT is leviable:

(ii) Rate of VAT:

(iii) Total value of VAT leviable:

(p) Is Service Tax extra? NA

(q) If yes, then mention the following: NA

(i) Total value of Services on which Service Tax is leviable:

(ii) Rate of Service Tax leviable:

(iii) Total value of Service Tax leviable:

(r) Is Custom Duty Exemption (CDE) required:

- (s) 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:
- (t) Octroi / Entry taxes:
- (u) Any other Taxes / Duties / Overheads / Other costs:
- (v) Grand Total:

(DR Sharma)
Dy Inspector General
Principal Director (SAR)
for Director General

Appendix 'A'

STAND OFF ACTIVE CHEMICAL DETECTOR

| | |
|---|---|
| Device type | Active stand-off detector |
| Able to Detect | Chemical Agents & Toxic Industrial Chemicals (TICs) |
| Operational principle | Laser, Differential absorption LIDAR using 2 CO2 lasers |
| Laser specification | 2 tunable TEA (Transversely Excited Atmospheric) CO2 lasers |
| Minimum Spectral Range | 9.2 – 10.7 μm |
| Minimum Laser Pulse Energy (at 10P20) | Minimum 50 mJ |
| Detection thresholds for Chemical Agents | Tabun (GA) - 0.25mg/m ³ Sarin (GB) - 0.50mg/m ³ Soman (GD) - 0.50mg/m ³ GF - 2.20mg/m ³ VX - 0.40mg/m ³ Sulphur Musturd (HD) - 2.50mg/m ³ L - 2.50mg/m ³ |
| Extendable Library | Provision for adding additional chemical agents/TICs in the library to ensure their detection |
| Automatic measurement of concentration | Possible |
| Maximum detection range | Minimum 6000 m |
| Field of View | 1 mRad |
| Maximum power consumption | 50 W |
| Distance measurement | Provision available for measuring distance of cloud |
| Weight (detector without platform) | Less than 30 kg |
| Gyro Stabilized Platform | The equipment shall be available with the gyro stabilised platform |
| Installation and Commissioning | Equipment to be installed and commissioned onboard the ships nominated by the buyer. All associated jobs including erecting/manufacturing of the platform, cabling, ducting , etc. in connection with the installation are to be undertaken by vendor |

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. **Registration**

(a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

(b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

(e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. **Searching for Tender Documents**

(a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. **Preparation of Bids**

(a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

(b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. **Submission of Bids**

(a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

(d) Bidder should prepare the EMD (if applicable) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

(f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(j) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

(k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. **Assistance to Bidders**

(a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.