

Reply should be addressed to  
the Director General

Quoting: CGHQ/TE/NS/5882 /2017-18

22 Feb 18

**INVITATION OF ONLINE BIDS FOR RATE CONTRACT (RC) FOR ONE YEAR  
FOR E-PROCUREMENT OF VARIOUS TYPES OF ROPES ON FIXED PRICE BASIS  
RFP NO. CGHQ/TE/NS/5882/2017-18 DATED 22 FEB 18**

Sir,

1. **"Online bids" (Under OTE basis)** are invited for supply of items listed in **Part II of this RFP. Manual bids shall not be accepted. Tenders from black listed/ banned firms shall not be accepted.** Tender document can be viewed and downloaded from **Indian Coast Guard web site [www.indiancoastguard.gov.in](http://www.indiancoastguard.gov.in)** (for reference only) and **Central Public Procurement Portal site <https://eprocure.gov.in/eprocure/app>** as per the schedule given in CRITICAL DATE SHEET mentioned below:-

**CRITICAL DATE SHEET**

SL.	DESCRIPTION	DATE & TIME
(a)	Published Date	22 Feb 18 (1500 HRS)
(b)	Bid Document Download / Sale Start Date	22 Feb 18 (1530 HRS)
(c)	Clarification Start Date	22 Feb 18 (1600 HRS)
(d)	Clarification end date	26 Mar 18 (1000 HRS)
(e)	Pre-bid meeting	--
(f)	Bid submission start date	23 Feb 18 (1000 HRS)
(g)	Bid Document Download / Sale End Date	26 Mar 18 (1000 HRS)
(h)	Bid Submission End Date	26 Mar 18 (1230 HRS)
(j)	Technical Bid Opening Date	03 Apr 18 (1500 HRS)
(k)	Opening of Commercial Bids	Will be intimated in due course after technical evaluation by TEC

2. The address and contact numbers for sending bid(s) or seeking clarifications regarding this RFP are given below -

The Principal Director Logistics  
Coast Guard Headquarters  
National Stadium Complex  
New Delhi - 110 001  
**Tele: 011-23074132, Fax: 011-23385820**  
**Email: [dte-log@indiancoastguard.nic.in](mailto:dte-log@indiancoastguard.nic.in)**

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

- (a) **Part I** - Contains General Information & Instructions for the Bidder(s) 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 (SQR), 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 Bid(s).

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. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard.
6. 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.
7. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.



(Shaily Gogia)  
Asst Commandant  
Asst. Director (Log - NS)  
for Director General

- Encl:**
1. Specification (IS: 5175:1992)
  2. Specification (IS 4572:1992)
  3. Naval Specification NCD 3750 Part-1 Issue- 1 Dec 2014

## Part I – General information

### **1. Last date and time for depositing the online bids:- as per critical date sheet.**

The online Bids (both technical and Commercial, in case two bids are called for) should be uploaded as per this RFP by the 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 due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids or Bid documents. Bids sent by FAX or e-mail will not be considered. Samples and EMD to be deposited manually at address mentioned in para 2 ibid before opening of Technical bid.

### **3. Time and date for opening of Bids: as per critical date sheet.**

(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. Address for submission of sample and EMD:** At Coast Guard Headquarters premises (Guard Room).

**5. Place of opening of the Bids:** Coast Guard Headquarters, New Delhi.

### **6. Two-Bid system:**

(a) The case is being processed on two-bid system and, the technical bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical Bid based on requisite documents received online by the tenderers will be carried out by a board of officers. The details of firms found compliant after TEC evaluation will be uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

(b) The Commercial Bids of only those Bidders whose technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through Central public Procurement Portal(<https://eprocure.gov.in/eprocure/app>)

**7. Forwarding of Bids:** Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo / letter pad. The copies of PAN No, GSTIN No, CST & VAT, bank details and other enclosures as per part II of RFP and are to be signed/self attested and scanned with 100 dpi in black and white option in PDF format.

**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 by the clarifications as per critical date sheet at address at mentioned above.

**9. Modification and Withdrawal of Bids:** The Bidder may modify (resubmit) his bid on line after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal. EMD (in case) submitted in physical form shall be returned offline.

(b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

**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:** Bidders unwilling to quote should ensure that intimation to this effect reaches by fax/e-mail 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.
13. **Validity of Bids.** The Bids should remain valid for **210 days** from the date of opening of tenders.
14. **Earnest Money Deposit:**—Bidders are required to submit Earnest Money Deposit (EMD) for amount of ₹ **5,00,000.00 (Rupees Five lakh Only)** in favour of "PCDA(N), Mumbai". The EMD shall be submitted "**manually**" on or before opening of technical bid in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's 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. Hard Copy of original instruments in respect cost of earnest money be delivered to the Director General, Coast Guard Headquarters, National Stadium, New Delhi- 110 001 on or before bid opening date/time as mentioned in critical date sheet.

**Part II – Essential Details of Items/Services required**

1. **Schedule of Requirements** – List of items / services required is as follows:

**Name/Type of item/services/description of stores Qty required**

SL	Item	Part No.	Specification	Deno	Tentative Annual Requirement (in 220 Mtrs Coil)
<b>Group-1</b>					
(a)	ROPE POLY PROPYLENE 4 MM	N4020-000302	IS 5175:1992	MTR	<b>1,00,760</b>
(b)	ROPE POLY PROPYLENE 6 MM	40200000303	IS 5175:1992	MTR	<b>86,020</b>
(c)	ROPE POLY PROPYLENE 8 MM	4020-00000304	IS 5175:1992	MTR	<b>63,140</b>
(d)	ROPE POLY PROPYLENE 10 MM	4020-00000305	IS 5175:1992	MTR	<b>47,740</b>
<b>Group-2</b>					
(e)	ROPE POLY PROPYLENE 12 MM	4020-0000306	IS 5175:1992	MTR	<b>44,220</b>
(f)	ROPE POLY PROPYLENE 14 MM	40200000307	IS 5175:1992	MTR	<b>24,640</b>
(g)	ROPE POLY PROPYLENE 16 MM	40200000308	IS 5175:1992	MTR	<b>37,620</b>
(h)	ROPE POLY PROPYLENE 20 MM	40200000309	IS 5175:1992	MTR	<b>29,480</b>
(j)	ROPE POLY PROPYLENE 24 MM	4020-0000310	IS 5175:1992	MTR	<b>12,320</b>
(k)	ROPE POLY PROPYLENE 28 MM	4020-0000311	IS 5175:1992	MTR	<b>11,220</b>
(l)	ROPE POLY PROPYLENE 32 MM	4020-0000312	IS 5175:1992	MTR	<b>16,720</b>
<b>Group-3</b>					
(m)	ROPE POLY PROPYLENE 36 MM	N4020-000358	IS 5175:1992	MTR	<b>6,820</b>
(n)	ROPE POLY PROPYLENE 40 MM	4020-0000313	IS 5175:1992	MTR	<b>3,740</b>
(q)	ROPE 48 MM POLYAMIDE TOWING HAWSER (8 STRAND)	--	IS 4572:1992	MTR	<b>2,640</b>
(r)	ROPE 64 MM POLYAMIDE TOWING HAWSER (8 STRAND)	--	IS 4572:1992	MTR	<b>4,180</b>
<b>Group-4</b>					
(s)	ROPE HIGH MODULUS POLYETHYLENE (HMPE) 20 MM	4020001932	NCD 3750 ISSUE 1	MTR	<b>8,140</b>
(t)	ROPE HIGH MODULUS POLYETHYLENE (HMPE) 24 MM	4020001935	NCD 3750 ISSUE 1	MTR	<b>1,100</b>

**Note:** Quantities mentioned in RFP are tentative annual drawl for a period of one year. Exact drawl will depend upon on actual requirement. **The ropes shall be supplied in the coil each having length of 220 Mtrs.**

2. **Technical Details:**

- (a) As per part no. and specification given above.
- (b) **As per specification of HMPE ropes placed at Enclosure 3 to RFP, only registered approved vendors by DNA (Directorate of Naval Architecture) are permitted to participate in Group-4 (HMPE ropes) of this RFP.**

3. **Online submission of Two-Bid System** – The case is being processed on two-bid system and, only the Technical Bid would be opened online at the time and date mentioned in Critical Date Sheet. **No price should be indicated in the Technical Bid.** Date of opening of the Commercial Bid will be intimated after Technical evaluation. Commercial Online bids of only those firms will be opened; whose Technical bids are found compliant/suitable after Technical evaluation is done by the Buyer. The Bids will be submitted in the following manner:-

(a) **Online Cover-I.** Cover-1 will contain the following documents for Technical Bids which should be scanned and uploaded in PDF format and **will be submitted online:-**

(i) Signed and scanned copy of Lab test report as per specification **IS 5175:1992, IS 4572:1992 and NCD 3750 issue 1 placed at Enclosure I to Enclosure III.** Firms are to ensure that the sequence of parameters in lab test report is same as that mentioned in **Enclosure I and Enclosure III** of RFP. The firms are requested to check, recheck and cross check that all the laid down parameters are covered in lab test report. Any omission in parameters of lab test shall result in technical invalidation of the firm.

(ii) Signed and scanned copy of Demand draft/PO in favour of the PCDA(N), Mumbai of ₹ **5,00,000/- (Rupees Five lakhs only)** as EMD amount or copy of valid registration certificate regarding the firm's registration with DGS&D/ NSIC, for exemption of EMD. EMD to be submitted **MANUALLY** on or before bid submission end date.

(iii) (aa) Technical Compliance matrix to be filled up by the vendors as per **Appendix 'A'** of RFP.  
 (ab) Self attested and scanned copy of at least two supply orders executed successfully by the firm for supply of PP ropes for turnover of Rupees Twenty lakhs & above each, to major marine Industries only, in past two years is desirable.

- (ac) Annual turnover of supply of **Rope PP** should be more than 50 lakhs.
- (ad) Abstract to be filled up in **Appendix 'B'** of RFP and uploaded duly self attested.
- (ae) Self attested copy of valid ISO 9001 certification for their manufacturing/production facilities issued by agency who is registered with Quality Council of India.

(iv) **Signed & scanned copy of OEM:** The bidder should be preferably an OEM. In case bidder is not an OEM he should be in possession of agreement certificate that he is authorised to participate and bid on behalf of the OEM.

(v) Signed and scanned copy of valid registration/permit of manufacturing unit issued from Ministry of Commerce/Ministry of Industries/concerned authorities.

(vi) Signed and Scanned copy of Undertaking of firm's letter head regarding following:-

"I hereby accept the following :

(aa) The terms and conditions of RFP as regards Quality Assurance, Delivery Period, Inspection Clause, Consignees, Validity of bids, PBG and payment terms, Warranty/Guarantee etc.

(ab) Product of lower specification than tendered shall NOT be offered. Sufficient stock shall be kept ready for delivery at short notice. Appropriate storage facility is available and same is available for inspection if desired by the purchaser.

(ac) Capacity verification/ Performance audit by experts including payment of the charges as applicable to them."

(vii) Signed & Scanned Copy of (aa) Income Tax Return for last assessment year.  
(ab) GSTIN Certificate (ac) PAN No.

(b) **Online Cover-II.** Commercial bid in the form of **BoQ.xls** (Bill of Quantities) will be submitted online as Cover-II.

**Note : (i) Signed & scanned copy of Technical Bids should be uploaded by Bidder under their original memo / letter pad.**

**(ii) Failure to submit any of above documents will render the bid invalid**

**(iii) EMD and Sample to be submitted manually on or before bid submission end date.**

**(iv) GSTIN is mandatory for participation. Without GSTIN, the tenders shall be invalid.**

4. **Delivery Period** - Delivery period for supply of items would be **90 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. In addition during the inspection, the consignee (on recommendation by the board of officers) may conduct the lab test prior acceptance of the consignment. The time taken for lab testing of the sample prior acceptance by the consignee shall be included in the Delivery Period and no waiver shall be granted for the same. Stores are required to be delivered at consignee giving atleast 7-10 days for carrying out verification/mustering of items within the stipulated delivery period.

5. **Pilot Sample** – Firms are required to submit **SEVEN INCHES** sample of each rope as pilot samples (enclosed in a proper framed in glass casing duly labeled) for sizes & details of ropes (breaking load) strictly as per the specified quality for inspection/ approval with the lab test report and swatch of 6 inches sizes for each rope duly stamped/ sealed from NABL laboratories or NABL accredited laboratories along with the samples. **The accreditation of NABL laboratories should be valid for specific parameters for which lab testing has been undertaken.** The samples to reach **'MANUALLY'** before bid submission end date at address mentioned in para 2 of covering letter. The firm might be required to submit additional samples for field trial, if desired by TEC. The sample would be subjected to lab test from NABL or Govt. accredited laboratory & evaluated for overall aesthetic and quality of feel, finish & workmanship and post satisfactory report. The lab testing charges of the same shall be borne by the supplier. On award of contract, bulk production certificate will be issued from PD (Log) at CGHQ. The vendors would be required to submit Ten Mtrs of each ropes as Pilot samples to this headquarters for evaluation and accord Bulk Production Certificate (BPC) within 30 days of conclusion of Rate Contract. One sample of the pilot sample would be subjected to Lab Tests 'National Accreditation Board for Testing & Calibration Laboratories (NABL)' or Government accredited Laboratory as well as evaluated for overall aesthetics and quality of fit/finish prior to accord of **BPC**. One Mtr of each rope of the approved Pilot sample would thereafter be forwarded to each of the Inspecting Agency (consignees) for reference during Acceptance Test Procedure (ATP). In addition during the inspection, the consignee (on recommendation by the board of officers) may conduct the lab test prior acceptance of the consignment. The charges towards the same shall be borne by the supplier only if found ambiguous to the approved sample sent by CGHQ (Pilot sample).

6. **INCOTERMS for Delivery and Transportation** - ("E" / "F" / "C" / "D" Terms). The definition of Delivery Period for this Supply Order will be local delivery at site of consignees.

7. **Consignee details**

The Officer-in-Charge  
Coast Guard Store Depot (CHN)  
G.M. Pettai Road, Royapuram,  
Chennai – 600 013  
Tele: 044-23460472  
Fax: 044-23460473  
Email: [cgsd-chn@indiancoastguard.nic.in](mailto:cgsd-chn@indiancoastguard.nic.in)

The Officer-in-Charge  
Coast Guard Store Depot (MBI)  
Cheetah Camp SPDC Colony, Mankhurd, Mumbai – 400 088  
Tele: 022-25565368  
Fax: 022-25558171  
Email: [cgsd-mum@indiancoastguard.nic.in](mailto:cgsd-mum@indiancoastguard.nic.in)

The Officer-in-Charge  
Coast Guard Store Depot (PDP)  
Badapadia, Paradip – 754 142  
Tel: 06722-222279  
Fax: 06722-220040  
Email: [cgsd-pdp@indiancoastguard.nic.in](mailto:cgsd-pdp@indiancoastguard.nic.in)

The Officer -in-Charge  
Coast Guard Store Depot (KOC)  
New Star Road, Mattancherry  
Kochi-682 002, Kerala  
Tele: 0484-2218460  
Fax: 0484-2226187  
Email: [cgsd-koc@indiancoastguard.nic.in](mailto:cgsd-koc@indiancoastguard.nic.in)

The Officer-in-Charge  
Coast Guard Store Depot (PBD)  
Near RGT College  
Porbandar – 360 575, Gujarat  
Tel: 0286-2210140  
Fax: 0286-2210143  
Email: [cgsd-pbd@indiancoastguard.nic.in](mailto:cgsd-pbd@indiancoastguard.nic.in)

The Officer-in-Charge  
Regional Store Depot (PBR),  
Post Box No.716, Haddo Post Office  
Port Blair-744 102  
Tele: 03192-239747  
Fax: 03192-233921  
Email: [rsd-ptb@indiancoastguard.nic.in](mailto:rsd-ptb@indiancoastguard.nic.in)

8. **Direct Demanding Officer (DDO's)**. The Direct Demanding Officers are as follows: -

- (a) The Commander  
{for CSO (P & A)}  
Coast Guard Region (West)  
Worli Sea Face, Worli Colony, Mumbai – 400 030  
Tele:022-23623213, E-mail: [pna-west@indiancoastguard.nic.in](mailto:pna-west@indiancoastguard.nic.in)
- (b) The Commander  
{for CSO (P&A)}  
Coast Guard Region (NE)  
6th Floor, Schrachhi Building ,Synthesis Business Park  
New Town, Rajarhat,Kolkata-700 156  
Tele:033-23248003, E-mail: [pna-ne@indiancoastguard.nic.in](mailto:pna-ne@indiancoastguard.nic.in)
- (c) The Commander  
{for CSO (P&A)}  
Coast Guard Region (East)  
Coovum River Mouth, Near Napier Bridge  
Chennai – 600 009  
Tele:044-23460408, E-mail: [pna-east@indiancoastguard.nic.in](mailto:pna-east@indiancoastguard.nic.in)
- (d) The Commander  
{for CSO (P&A)}  
Coast Guard Region (NW)  
Sector-11, 7th Floor  
Block No. 11 & 12, Udyog Bhawan  
Gandhinagar-382 017, Gujarat  
Tele:079-23240777, E-mail: [pna-nw@indiancoastguard.nic.in](mailto:pna-nw@indiancoastguard.nic.in)
- (e) The Commander  
{for CSO (P&A)}  
Coast Guard Region (A&N)  
Haddo Post, Port Blair – 744 102  
Tele:03192-232798, E-mail: [pna-an@indiancoastguard.nic.in](mailto:pna-an@indiancoastguard.nic.in)

### 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.

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 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 in favour of "Director General Indian Coast Guard", 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.

(f) As per decision of the Coast Guard headquarters.

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:-** Taxes and duties as applicable

(a) **In respect of Foreign Bidders:** Blank

(b) **In respect of Indigenous Bidders:**

(i) **General:-**

1. Bidders must indicate separately the relevant Taxes/Duties likely 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 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 them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable to the Seller to obtain exemptions from taxation authorities.

3. Any changes in levies, taxes and duties levied by Central/State/ Local governments on final product upward as a result of any statutory variation taking place within 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 Central/State/Local governments 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 indicated 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: - Blank**

(iv) **Sales Tax / VAT: - Blank**

(v) **Octroi Duty & Local Taxes:- Blank**

15. **Pre-Integrity Pact Clause:** NA

## 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 in favor of Director General Coast Guard 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:** NA

2. **Option Clause:** NA

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause:** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 30 % plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers:-**

(a) NA

(b) NA

(c) Stage-wise payments (Part supply and Part payment on delivery and acceptance by user).

(d) NA

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

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

8. **Paying Authority:**

(a) Indigenous Sellers: (Concerned CDAs of DDOs). 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 / Seller's 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.

**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)

(b) **Foreign Sellers – Blank**

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 Supply Order 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 purchaser 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 Supply Order, the seller shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the Supply Order 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 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

(c) Blank

10. **Exchange Rate Variation Clause:** NA

11. **Risk & Expense clause:**

(a) Should the stores or any installment 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 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 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:-

(d) Such default.

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

(f) 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 100% of the contract.

12. **Force Majeure clause:-**

(a) Neither party shall bear responsibility for the complete or partial nonperformance 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:** As per Part II of RFP.

15. **OEM Certificate:** The bidder should be preferably an OEM. In case bidder is not an OEM he should be in possession of agreement certificate that he is authorised to participate and bid on behalf of the OEM.

16. **Export License:** NA

17. **Earliest Acceptable Year of Manufacture:** The item should be of latest manufacture, conforming to the current production standard having 100% defined life at the time of delivery. The earliest acceptable year of manufacture will be year of supply order. Life certificate is to be enclosed with the bill.

18. **Buyer Furnished Equipment:** NA

19. **Transportation:-** Local delivery at site i.e **CGSD(MBI) at Mumbai, CGSD(CHN) at Chennai, CGSD(PBD) at Porbandar, CGSD(KOC) at Kochi, CGSD(PDP) at Paradip and RSD (PBR) at Port Blair.** Door delivery basis.

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:** As per packing and marking specified in specification.

22. **Quality:-** The quality of the stores delivered according to the present Supply Order shall correspond to the technical conditions and standards valid for the deliveries of the same stores as per the Schedule Of Requirement and associated conditions as per Part II of 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 Supply Order shall be new, and shall incorporate all the latest improvements and modifications to improve the quality. The Seller shall supply an interchangeability certificate wherein it should be mentioned that item would provide as much life as original item.

23. **Quality Assurance:-** The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery. In addition to the above, following are also to be followed:-

(a) Seven inches of each item as pilot sample is required to be submitted with the technical bids along with the lab test report and 6" swatch duly stamped/ sealed from 'National Accreditation Board for Testing & Calibration Laboratories (NABL)' or Government accredited Laboratory as per specifications of RFP.

(b) The board members may subject the sample for lab test prior clearing for TEC/ BPC. The charges of lab test shall be borne by supplier.

(c) On award of contract, the L1 firm is require to submit **Ten Mtrs sample** of each type of rope for accord of BPC. 01 Mtr of the approved Pilot sample would thereafter be forwarded to each of the Inspecting Agency (consignees) for reference during Acceptance Test Procedure (ATP) and one sample will be forwarded to the firm for undertaking bulk production.

24. **Inspection Authority:-**

(a) The Inspection Authority for the supply order of amount more than **five lakhs and above** will be done by DGQA(Navy).

(b) The Inspection Authority for supply order of amount **less than five lakhs** would be Coast Guard Headquarters at contractor's premises and officers deputed by Officer-in-Charge of respective Coast Guard Store Depot (Consignee). The details in this regard will be coordinated during the negotiation of the contract.

(i) **Stage 1 at Contractor's premises-** Seller would be required to provide all facilities at his premises for inspection by the Buyer. All samples including Pilot samples provided the suppliers will be subjected to Lab test by the buyers and payment of the same will be borne by the suppliers.

(ii) **Stage 2 at Consignee's premises-** In addition the stores will be inspected by a board of officers deputed by Officer-in-Charge of respective Coast Guard Store Depot (Consignee) against firms guarantee/warranty certificate and the pilot samples approved by CGHQ.

25. **Pre-Dispatch Inspection** : Blank

26. **Joint Receipt Inspection**: Blank

27. **Franking clause**: –

a. **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 Supply Order alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order”.

b. **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 Supply Order.”

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:-**

(a) The following Warranty will form part of the contract placed on the successful Bidder

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) to (iv) **Blank**

30. **Product Support:-** Blank

31. **Annual Maintenance Contract (AMC) Clause** – Blank

32. **Engineering Support Package (ESP) clause** – Blank

33. **Price Variation (PV) Clause:-** Blank

## **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. **Blank.**
  - c. The Lowest Bid (L1) will be decided **group wise** based upon the total cumulative lowest price quoted under each group separately by the particular Bidder as per the Price Format given at Para 2 below. **Bidders are to mandatorily quote for all the items, alternatively the commercial bid shall be liable for rejection.** 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 GST etc on final product, as quoted by bidders.
    - ii. **Blank.**
  - d. deleted as per DPM-2009 amendment - 1/15 dated 10 Nov 15
  - e. **Blank.**
  - f. **Blank.**
  - g. The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 10 %. 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.
  - j. Any other criteria as applicable to suit for particular case.
2. **Price Bid Format**:- Bidders are required to fill this up correctly **BoQ.xls** along with this tender document at <https://eprocure.gov.in> with full details, as required.
  - (a) The Commercial bid format is provided as **BoQ.xls** along with this tender document at <https://eprocure.gov.in>. Bidders are advised **to download this BoQ.xls** as it is and quote their offer in the permitted column. **Bidders are also to fill the duties & Taxes columns as applicable**
  - (b) Accessories. **blank**
  - (c) Installation / Commissioning. **Blank**
  - (d) Training **Blank**
  - (e) Technical literature –**Blank**
  - (f) Tools **Blank**
  - (g) AMC - **Blank**
  - (h) Any other requirement- **Blank**

**Note** - Determination of L-1 will be done based on total of basic prices including freight charges (**not including** levies, taxes and duties levied by Central/State/Local governments such as GST etc on final product) of all items/requirements as mentioned above.
3. The bidders are required to **UPLOAD** following in the commercial bid:-
  - (a) Signed and scanned copy of Price bid undertaking (as Appendix 'C' to RFP).
  - (b) Schedule of price bid in the form of BOQ\_XXXX .xls (Attached in online-tender).



**TECHNICAL COMPLIANCE MATRIX BY THE VENDOR**

**(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bids submitted)**

Sl. No.	Clause	Supporting Documents Required	Yes/No. (Scan & upload documents wherever applicable)	Reasons for Non-compliance
01	Firms are to ensure that the sequence of parameters in lab test report as per <b>IS 5175:1992, IS 4572:1992 and NCD 3750 issue 1 specification placed at Enclosure I and Enclosure III.</b> Firms are to ensure that the sequence of parameters in lab test report is same as that of <b>Enclosure I and Enclosure III</b> of RFP. The firms are requested to check, recheck and cross check that all the laid down parameters are covered in lab test report. <u>Any omission in parameters of lab test shall result in technical invalidation of the firm.</u>	Yes		
02	Technical Bids should be scanned and uploaded by Bidder under their original memo/letter pad inter alias furnishing details.	No		
03	No price should be indicated in the Technical Bid else the same will be rejected summarily. {see Para 3 of part II of RFP }	No		
04	Signed and scanned copy of Demand draft/PO in favour of the PCDA(N), Mumbai of ₹ <b>5,00,000.00</b> (Rupees five lakhs only) for EMD as mentioned in Para 15 of Part I of RFP. To be deposited manually on or before bid submission end date. Or Copy of valid Registration certificate for exemption of EMD.	Yes		
05	Self attested and scanned copy of at least two supply orders executed successfully by the firm for supply of ropes for turnover of Rupees Twenty lakhs & above each, to major marine Industries only, in past two years is mandatory. Annual turnover of supply of Rope PP should be more than 50 lakhs. Abstract to be filled up in <b>Appendix 'B'</b> and upload duly self attested.	Yes		
06	Self attested copy of valid ISO 9001 certification for their manufacturing/production facilities issued by agency who is registered with Quality Council of India.	Yes		
07	<b>Signed &amp; scanned copy of OEM:</b> The bidder should be preferably an OEM. In case bidder is not an OEM he should be in possession of agreement certificate that he is authorised to participate and bid on behalf of the OEM.	Yes		
08	Signed and scanned copy of valid registration/permit of manufacturing unit issued from Ministry of Commerce/Ministry of Industries/concerned authorities.	Yes		
09	Signed and Scanned copy of Undertaking of firm's letter head regarding following:- "I hereby accept the following :  (a) The terms and conditions of RFP as regards Quality Assurance, Delivery Period, Inspection Clause, Consignees, Validity of bids, PBG and payment terms, Excise/Octroi clause, Warranty/Guarantee etc.  (b) Product of lower specification than tendered shall NOT be offered. Sufficient stock shall be kept ready for delivery at short notice. Appropriate storage facility is available and same is available for inspection if desired by the purchaser.  (c) Capacity verification/ Performance audit by experts including payment of the charges as applicable to them."	Yes		
10	Signed and scanned copy of :-	Yes		
	(a) Income tax return for last assessment year	Yes		
	(b) GSTIN certificate to be scanned and uploaded.	Yes		
	(c) PAN Regn. certificate	Yes		
11	Sample to be submitted manually so as to reach on/before Tender opening date.	Samples		

**Note:** Bidders are requested to refrain from attaching additional unwanted documents.

**PROFORMA FOR PERFORMANCE STATEMENT OF THE VENDOR**

The details of supply orders appended below should be for **Ropes only** as mentioned in Para 1 of Part II of RFP.

S. No.	Supply Order Number	Organisation to which supplied	Details of type of items and Quantity ordered	Specified date of delivery as per supply order	Actual Date of delivery	Amount of Contract (in Rs)
(a)						
(b)						
(c)						
(d)						
(e)						
(f)						

**Note: DETAILS TO INCLUDE SUPPLY ORDERS OF 2015 ONWARDS ONLY**

-----  
(Signature of the firm's authorized rep)

With seal

**PRICE BID UNDERTAKING** (To be given on firm's letter head)

To,

Dear Sir/Madam,

I submit the Price Bid for \_\_\_\_\_ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to supply items at the rates as indicated in the price Bid, with taxes as mentioned therein.
4. The rates have been quoted in Indian Rupee only.
5. The rates are inclusive of Accessories. Installation / Commissioning, Technical literature, Tools, Any other requirement( **As per specifications**)
6. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
7. The payment shall be made to the Firm at Bank Account as per ECS mandate (maintained in India only) by way of ECS/RTGS after deducting the TDS as applicable.
8. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Yours Faithfully,

Signature of authorized  
Representative