

REGISTERED

Telephone: 23460483

Email: cgas-chn@indiancoastguard.nic.in

Indian Coast Guard Air Station (CH)
Rudra Road, St Thomas Mount
Chennai-600016

438/31/MW/09/17-18

23 Mar 18

M/s.....

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**INVITATION OF BIDS FOR CONCLUDING OF COMPREHENSIVE ANNUAL
MAINTENANCE CONTRACT FOR GROUND SUPPORT EQUIPMENT (GSE)
DORNIER 744 SQN(CG) FOR 2018-19**

Sir,

(RFP) No: ICGAS (CHN)/TECH/TE/MW/15/17-18 dated 23 MAR 18

1. Bids in sealed cover are invited for conclusion of Comprehensive Annual Maintenance Contract for Ground Support Equipment (GSE) Dornier held at ICGAS Chennai. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid.

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below:-

(a) Bids/queries to be addressed to : The Commanding Officer

(b) Postal address for sending the Bids : Indian Coast Guard Air Station
Rudra Road
St Thomas Mount
Chennai 600016

(c) Telephone No. of contact personnel : 044-22344860, 23460490

(d) Fax number : 044-23460493, 22320168

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** - The second part contains details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details. This being an RFP for Implementation of ERP, it will also contain the functional and technical parameters of the proposed application and associated software components, implementation, training and maintenance services and system integration services.

Contd...2

- (c). **Part III** - Contains standard conditions of RFP, which will form part of the contract with the successful bidder.
- (d). **Part IV** - The fourth part 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. RFP part I, II, III, IV and V are enclosed herewith.
6. The para marked with "**Not Applicable**" will not be considered as part of RFP.

Yours faithfully,



(Jeeven Singh)
Commandant(JG)
Air Electrical Officer
for Commanding Officer

Encl: As above

Part I – General information

1. Last date and time for depositing the Bids:-

0900 HRS ON 12 Apr 2018

The sealed bids (both technical and commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the bidder.

2. Manner of depositing the bids: Sealed bids should be either dropped in the tender box marked as “**TENDER BOX NON TECHNICAL/TECHNICAL**” or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of bids : **0930 HRS ON 12 Apr 2018**

(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: **New Admin Building right wing parking area of Indian Coast Guard Air Station Chennai – 16. Only those bids that are found in the tender box will be opened. Bids dropped in the wrong tender box will be rendered invalid.**

5. Place of opening of the bids: ICGAS Chennai (conference room)

The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Rates and important commercial/technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative.

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

7. Forwarding of bids – Bids should be forwarded by bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with EFT account if applicable, etc and complete postal & e-mail address of their office.

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 07 (seven) 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: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be delisted for the given range of items as mentioned in this RFP.

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) for amount of Rs 20,000.00** along with their bids along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque of Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (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 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 with the Central Purchase Organization (e.g DGS&D), National Small Industries Corporation (NSIC) or any department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential details of items/services required

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

- (a) The Seller would provide AIAMC for GSE(Dornier & Chetak) at ICGAS Chennai from date of signing of contract.
- (b) The details of GSE Equipments are placed at Appendix-'A'.
- (c) The GSE Equipments are located at ICGAS Chennai. The Seller will be responsible for all GSE Equipments which are within the scope of services required in this RFP.
- (d) Details of GSE Equipments required AIAMC is as described in Appendix-'A'.

3. The responsibilities of the Seller as part of the proposal are enumerated in the succeeding paragraphs.

4. Obligation of Seller.

- (a) Inspection of all the equipments projected under AIAMC may be thoroughly carried out to avoid ambiguity at a later stage before offering the commercial bid.
- (b) Firm is requested to position 01 Supervisor and 01 skilled technician for the maintenance, servicing and rectification of GSE.
- (c) All Personnel should be of Indian nationality and in possession of any POI (AADHAR/PAN/DL/VOTER ID/PASSPORT) should be above 18 years of age and can speak fluently either Hindi or English.
- (d) All Personnel to wear neat and clean dress as convenient and should keep a mobile with active number.
- (e) The Personnel need to be disciplined and behave properly with service personnel i.e customers
- (f) For the purpose of 08 hrs duty per day (Monday-Friday) 04 hrs per Saturday, timing will be fixed by the Commanding Officer, Coast Guard Air Station, Chennai-16. Holidays will be only on Sundays and National closed holidays. Requirement of service on Saturday/ Sunday are on need basis and will be intimated. Reporting time of workers to be adhered, attendance to be maintained by GSE I/C.
- (g) The Contractor has to maintain "Defect Register" and all the defects entered by GSE I/C in defect register has to be rectified within 24 hrs and for defects required to be off loaded to third party are to be completed within 3 days. In case, the firm is unable to attend the defect in stipulated time ,a penalty of Rs 1000/- up to a maximum of 3000/- per day per defect will be imposed on the firm. The said amount may be recovered in successive contingent bill stage itself.

- (h) If the Personnel's performance is found to be not satisfactory to carryout the maintenance of the GSE, the firm has to replace those personnel immediately.
 - (j) Calibration and load testing of Equipments to be done from NABL (National Accreditation of Board for Laboratories) approved agencies.
 - (k) The contractor shall provide all spares /consumables /oil/grease as per manual specification and shall use their own tools at their own cost.
 - (l) In the event of any defect amounting more than 5% of the total present cost of equipment, it will be not part of AMC. then a separate work order to be issued by the the customer .
 - (m) While working on GSE any injury happens will be attributed to contractor.
- (m) In the event of any ambiguity/clarification arising under these conditions, the decision from the customer side will be of the Commanding Officer, Coast Guard Air Station, Chennai-16 or any other officer nominated by him.
- (n) Any dispute arising under these conditions subject to Chennai jurisdiction only.
- (p) **Safety of Men**: - The CONTRACTOR is to ensure adequate safeguards for personnel when employed on work where human risk of health/injury is involved.
- (q) **First Aid** :- The CONTRACTOR is liable to provide immediate first aid/ hospitalization in case of accident/ sudden illness to personnel.

5. **Obligation of the Buyer:** The Buyer shall:

- (a) Ensure the installation area, electrical outlets, power supplies and Electrical connections are supplied in accordance with requirements.
- (b) Submit bill for payment to accounting department as per the payment schedule.
- (c) Provide all necessary assistance such as security clearance at site to the Contractor during the entire visit.

6. **Financial**: Payment will be made in four equal installments on three monthly basis through DCDA (N),Chennai after satisfactory completion of CAMC for the respective period.

7. **General Terms**

- (a) The contract comes into force when signed by or on behalf of the Buyer and the Seller.
- (b) The Contract together with Appendix-'A', here to affixed constitutes the Binding Agreement entered into by and between the customer and the Contractor for the maintenance of the systems and on the terms and conditions specified in this contract.
- (c) The contract will remain in force for a period of twelve months w.e.f. the signing of the contract for all GSE Equipment, provided if not terminated earlier for reasons as mentioned in this RFP.

(d) Should the Buyer decide to induct additional system into the service or decide to exclude any system from the service falling under the same category under existing rate of CAMC then the Buyer will have the discretion to direct the Seller to include or exclude that system also within the ambit of the contract starting from the date of induction of the equipment till expiry of the CAMC or for any other period in between and the Seller is bound to carry out the same on pro-rata basis.

(e) **L-1 firm will be decided on the total cost of the entire project.**

8. Two-Bid System – Blank

9. Delivery Period – CAMC should be commenced from the effective date of signing of contract. Contract can be cancelled unilaterally by the buyer in case CAMC of GSE Equipment is not commenced within the stipulated period. Extension of commencement date will be at the sole discretion of the buyer, with applicability of LD clause.

10. INCOTERMS for Delivery and Transportation – Not Applicable

11. Consignee details

The Commanding Officer, Coast Guard Air Station, St. Thomas Mount, Rudra Road, Chennai -600016

Part III – Standard Conditions of RFP

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

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The 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-2009.
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 offence 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:** (a) In event of breakdown calls not attended within 24 hours. Liquidated damage at the rate of 0.5% per week subject to a maximum of 10% will be invoked.

(b) It is further stated that if the down time of equipments exceeds beyond 24 hrs (01 Day), it will be recovered from the firm. The damage will be compensated by paying back to Indian Coast Guard an amount equal to AMC amount – 365 per day or by extending that many days beyond AMC period as proffered by the Indian Coast Guard.

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/ services is delayed for causes not attributable to Force Majeure for more than (01month) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) 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.

(d) The delivery of material/ service is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is invoked.

(e) As per decision of the Arbitration Tribunal.

(f) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.

(g) The Seller requires to give 03 months notice for premature surrender of contract from date intent ended to terminate services. In such premature termination, the Seller bound to provide services at 1/3 of actual charges for 03 months (from the date of approval of such Notice by the Buyer) whilst maintaining the quality of service as per contract. In case of non-satisfactory/non-rendering of service during the said period, the Buyer is within his right to deduct appropriate amount from the PBG/ outstanding dues.

(h) The Buyer reserves the right to terminate the contract prematurely if the Seller fails to provide services in a stipulated time frame or if the services are found to be of inferior quality on account of poor material / workmanship or without assigning any reasons.

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: Not applicable.**

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. **GST and duties-**

- a) **In respect of Foreign Bidders: NA**
- b) **In respect of Indigenous bidders**

i) General:-

aa) If Bidder desires to ask 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 GST 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 GST will be entrained after the opening of tenders.

ac) If a Bidder chooses to quote a price inclusive of GST and does not confirm inclusive of GST so included is firm and final, he should clearly indicate the rate of GST and quantum of GST 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 GST upto any value of supplies from them, he should clearly state that no GST 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 GST, it should be brought out clearly. Stipulations like, the said GST 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 GST 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 GST 179 which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

ae) Any change in GST 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 GST paid by the supplier. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST 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 : Not Applicable**iii) GST:-**

1. If it is desired by the Bidder to ask for sales GST,CGST & SGST 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 GST and no liability of sales GST will be developed upon the Buyer.

2. On the Bids quoting sales GST extra, the rate and the nature of Sales GST applicable at the time of supply should be shown separately. Sales GST 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 GST and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause: Not Applicable**

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 Bank Guarantee:-

a. **Indigenous cases:-** The successful 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 (SBI/IOB) 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 BG will be returned to the firm on successful completion of all his obligations under the contract/work order. In case the execution of the contract/work order is delayed beyond the contracted period and the Client grants extension of delivery period, with or without LD, the supplier must get the PBG revalidated, if not already valid.

b. **Foreign cases: Not Applicable**

2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to extend the AMC for one more year in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. Repeat Order Clause – Not Applicable

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 10% 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 on pro-rata basis. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit. The following additions and deletions will be part of the AMC Services: -

(a) Assets whose warranty would expire within the concurrency of the contract will be added to the appropriate category on pro-rata basis.

(b) Assets which are declared BER with the concurrence of Buyer will be deleted on pro-rata basis.

5. Payment Terms for Indigenous Sellers: -

(a) Maintenance charges commence from the date of commencement of contract or with effect from the date mentioned therein and shall be effective for the period of the contract.

(b) The payment will be made through PCDA (Navy), Mumbai on quarterly basis on successful completion. Bank details including bank A/c No., MICR Code are to be indicated to enable e-payment by PCDA(N) Mumbai.

6. **Payment terms for Foreign Sellers: – Not Applicable**

7. **Advance Payments:- Not Applicable**

8. **Paying Authority:**

a. **Indigenous Sellers:** (Name and address, contact details). The payment of bills will be made by the Principal Controller of Defence Accounts on submission of the following documents by the Seller to the Paying Authority quarterly 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 if any.
- (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). Xerox copy of PBG.

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

b. **Foreign Sellers** – **Not Applicable**

9. **Fall clause:** - **Not Applicable.**

10. **Exchange Rate Variation Clause:** **Not Applicable**

11. **Risk & Expense clause:** **Not Applicable**

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:** **Not Applicable**

14. **Specification:** The specification of the items mentioned in contract should not be changed/downgraded/upgraded without the consent of the buyer.

15. **OEM Certificate:** OEM certificate for replacement of all consumables/spares and other accessories in contract should be submitted to the Station Quality Audit Cell(SQAC) at the time of replacement whenever a need arises so.

16. **Export License:** **Not Applicable**

17. **Earliest Acceptable Year of Manufacture:** **Not Applicable**

18. **Buyer Furnished Equipment: Not Applicable**

19. **Transportation:-** Transportation of items to firm's workshop or whatsoever will be done by the contractor and the buyer is not liable to be charged for any means of transportation.

20. **Air lift: Blank**

21. **Packing and Marking: Not Applicable**

22. **Quality:-**

(a) In order to assure the quality of repair/refit and exercise effective control the work executed by the CONTRACTOR will be in accordance with CUSTOMERS inspection schedule as applicable followed by preliminary stage and final inspection. The repair work will be undertaken as per quality norms Ensuring and maintaining quality will be the responsibility of the CONTRACTOR. The scope of work for approval of the CUSTOMER. The approved QA plan will form the basis for inspection and acceptance of work executed by the CONTRACTOR under this contract.

(b) Any non-conformity discovered by CUSTOMER Representative and intimated in righting co-relating relevant documents were necessary in Refit or material or workmanship shall be corrected by the CONTRACTOR at his cost to the full satisfaction of Representative in accordance with the relevant drawings/ specifications and terms & conditions.

23. **Quality Assurance:-**

Seller would provide the guarantee certificate for replacement of spares involved if any. Buyer reserves the right to accept the quality of spares being used for AMC.

24. **Inspection Authority:- The Inspection will be carried out by the consignee.** The mode of Inspection will be Departmental Inspection (SQAC).

25. **Pre-Dispatch Inspection – Not Applicable**

26. **Joint Receipt Inspection: Not Applicable**

27. **Franking clause: – Blank**

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 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:** – Not applicable

30. **Product Support:-:** Not applicable

31. **Annual Maintenance Contract (AMC) Clause** – The following AMC clause will form part of the contract placed on successful Bidder & Scope of work mentioned in **Appendix 'A':-**

(a) The Seller would provide comprehensive AMC for a period of **03** years. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:

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

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

(b) **Response time:** The response time of the Seller should not exceed **02** hours from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of **95%** per year is to be ensured. This amounts to total maximum downtime of **15** days per year. Also unavailability should not exceed **05** days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end

of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(d) Maximum repair turnaround time for equipment/system would be **04** days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

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

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

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of **01** months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

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

33. **Price Variation (PV) Clause** – **Not Applicable**

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). **Not Applicable.**
 - (c). The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of GSTes and duties in evaluation process will be as follows:
 - (i) In cases where only indigenous Bidders are competing, all GST and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (ii) **Not Applicable.**
 - (d). The Bidders are required to spell out the rates of GST, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and GST for the purpose of comparison of prices. If reimbursement of GST 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 duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of GST upto any value of supplies from them, they should clearly state that no excise duty 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 GST, it should be brought out clearly. Stipulations like, excise duty 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 excise duty 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
 - (e). **Not Applicable.**
 - (f). **Not Applicable.**

(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 a particular case.

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

- | | | | | | | | | |
|-----|-------------------------------|------|------------|-----|-------|---|------|----------------------|
| (a) | Basic cost of the item/items: | Item | Unit price | Qty | Total | | | |
| | (i) | A | (ii) | B | (iii) | C | (iv) | Total of Basic price |
- (b) Accessories
- (c) Installation / Commissioning charges
- (d) Training
- (e) Technical literature
- (f) Tools
- (g) AMC with spares
- (h) AMC without spares
- (j) Any other item
- (k) Is Excise Duty extra?
- (l) 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:
- (m) Is Excise Duty Exemption (EDE) required:
- (n) If yes, then mention and enclose the following:
- (i) Excise notification number under which EDE can be given:
- (o) Is VAT extra?
- (p) If yes, then mention the following:
- (i) Total value on which VAT is leviable:
- (ii) Rate of VAT:
- (iii) Total value of VAT leviable:
- (q) Is Service Tax extra?

- (r) If yes, then mention the following:
 - (i) Total value of Services on which Service Tax is leviable:
 - (ii) Rate of Service Tax leviable:
 - (iii) Total value of Service Tax leviable:
- (s) Is Custom Duty Exemption (CDE) required:
- (t) 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:
- (u) Octroi / Entry taxes:
- (v) Any other Taxes / Duties / Overheads / Other costs:
- (w) Grand Total:
 - (i) Excluding AMC and spares
 - (ii) Including AMC with spares
 - (iii) Rate of Customs Duty payable:
 - (iv) Including AMC without spares



(Jeeven Singh)
Commandant(JG)
Air Electrical Officer
for Commanding Officer