

REQUEST FOR PROPOSAL

Tele: 0891- 2547263

Headquarters
Coast Guard District No. 6(AP)
Post Box No. 1128
Malkapuram (PO)
Visakhapatnam-530 011

DHQ-6/OE/RFP/08/18-19

May 18

M/s _____

**INVITATION OF BID FOR PROCUREMENT OF STORAGE CONTAINER(SIZE 20FT X 8FT X 8.5FT)
FOR YARD-11158(RANI RASHMONI), VISAKHAPATNAM**

Invitation of Bids for supply of : Procurement of Storage container (size 20Ft X 8FT X 8.5Ft) for Yard-11158(Rani Rashmoni)

REQUEST FOR PROPOSAL (RFP) No. DHQ-6/OE/RFP/08/18-19 DATED 23 MAY 18

1. Bids in sealed cover are invited for supply of items listed in part II of this RFP. Please subscribe 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 clarification regarding this RFP are given below: -

- | | | |
|-----|--|--|
| (a) | Bids/queries to be addressed to | : Commander, Coast Guard District Headquarters
No. 6(AP) |
| (b) | Postal address for sending bids | : Headquarters Coast Guard Dist No.6 (AP)
Post Box No. 1128, Malkapuram, Vizag -011 |
| (c) | Name/Designation of the contact person : | Dy Comdt Sunita Sharma
District Logistics Officer |
| (d) | Telephone nos. of the contact person : | 0891-2768878 |
| (e) | E-mail ids of contact person : | dhq6@indiancoastguard.nic.in |
| (f) | Fax number : | 0891-2741130 |

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

- 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.
- Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- 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.

Thanking You,

Yours Faithfully,



(Sunita Sharma)
Deputy Commandant
District Logistics Officer
for Commanding Officer

Enclosure : - Part I, Part II, Part III, Part IV, Part V

Part I – General Information

1. **Last date and time for depositing the bids:** 1030 Hrs on 05 Jun 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 quotations clearly marking reference no. (RFP number) and date on the envelop should be either dropped in the "**Tender Box**" marked 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:** 05 Jun 2018 at 1530 hrs.
4. **Location of the tender box:** **Tender box is kept in the main alleyway of DHQ-6, main gate Guard Room.** 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:** **Meeting hall of DHQ-6.** Proprietor / Director or representative of the firm with authorization from the firm will be permitted to participate in tendering process. Rates and important commercial clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non presence of your representative.
6. **Forwarding of bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
7. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarification sought not later than **14 days** prior to the date of opening of bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
8. **Modification and withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specific. Withdrawal of a bid during this period will result in bidder's forfeiture of bid security.
9. **Clarification regarding contents of the bids:** During evaluation and comparison of bids the buyer may at its discretion ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
10. **Rejection of bids:** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD, conditional tenders will be rejected.
11. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be delisted for the given range of items as mentioned in this RFP.
12. **Validity of Bids:** The bids should remain valid till **90 days from the last date of opening of commercial bid.**
13. **Earnest Money Deposit:** Bidders are required to submit **EMD for a sum of Rs. 8,500.00 (Rupees Eight Thousand Five Hundred Only)** along with their bids. The EMD may be submitted in

the form of an Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee (in favour of **DCDA I/c AAO (N)**) from any of the public sector banks or a private sector bank authorized to conduct government Business as per Form DPM-13 (Copy Enclosed). However, **EMD is normally 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 final 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 organisation (e.g. DGS&D), 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:-

S.No	Description	Deno	Qty
(a)	storage container (Size 20 ft x 8 ft x 8.5 Ft) with four no. of tube light, three no.'s 15 AMPS socket fitting and six racks (size 6' X 6') with hard base (Mat: Iron Steel thickness as applicable)	No.	01

2. **Technical Details:** The items should be supplied as per the specification mentioned above.
3. **Inspection:** The inspection of items will be carried out by Yard-11158(Rani Rashmoni) in the premises of the consignee.
4. **Delivery Period:** To be supplied, delivered and installed **within 60 Days** from receipt of supply order.
Please note that Contract can be canceled unilaterally by the buyer incase items are not received within the contracted delivery period. Extension of contract delivery period will be at the sole discretion of the buyer, with applicability of LD clause.
5. **Consignee details:** The Commander, CGDHQ-6, for Yard-11158(Rani Rashmoni)

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 clauses of arbitration is as per Forms DPM-7 (Copy Enclosed).
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, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

9. Termination of Contract: The buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -

- (a) The delivery of the material is delayed for causes not attributable to Force majeure for more than **one month** 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 **two months** provided Force Majeure clauses are included in contract.

- (d) The buyer has noticed that the seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. 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.

13. Taxes and Duties

a) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present Work Order in their respective countries.

b) In respect of Indigenous bidders

i) General

(a) If any concession is available in regard to rate/quantum of any Duty/tax, as mentioned by the Seller in their bids, relevant certificate will be issued by the Buyer to enable the Seller to obtain exemptions from taxation authorities.

(b) Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed re-imburement 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.

(c) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, ect 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) Goods and Service Tax(GST):

(a) GST will be paid to the seller at the rate applicable based on description, HSN/SAC code and the relevant scheduled of CGST Act.

(b) In pursuance with section 171(1) of CGST Act, an undertaking is to be effected by the seller declaring that 'Any reduction in rate of tax on any supply of goods or services or the benefit of Input tax credit (ITC) shall be passes on to recipient by the way of commensurate reduction in prices. Further, in case it is detected by the government

that any ITC has accrued his supplies, the seller is mandated to refund the same accordingly to the paying authority, giving details and particulars of the transactions.

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

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. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. Option Clause: NA

3. Repeat Order Clause: NA

4. Tolerance Clause: NA

5. Payment terms 100% payment on delivery and acceptance by the consignee.

6. Advance Payments: No advance payments will be made.

7. Paying Authority : The payment of bills will be made DCDA (N) Visakhapatnam. The following documents are to be forwarded with the items for making the payment:

- (a) Ink signed copy of contingent bill / seller's bill
- (b) Ink signed copy of commercial invoice / sellers bill
- (c) Copy of Ink signed supply order / contract with U.O. number and date of IFA's concurrence, where required under delegation of powers
- (d) CRVs in duplicate
- (e) Inspection Note
- (f) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as excise duty challan, customs duty clearance certificate, Octoroi receipt proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc as applicable
- (g) Exemption certificate for excise duty / customs duty, if applicable.
- (h) Guarantee / warranty certificate
- (j) Performance Bank guarantee / indemnity bond where applicable.
- (k) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether exention is with or without LD
- (l) Details for electronic payment viz Account type, Account number, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order / contract).
- (m) Any other documents / certificate that may be provided for in the supply order / Contract.
- (n) (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)

8. 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 state government or any statutory undertaking the central or state government as the case may be

during the period till performance of all supply orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the seller reduces the sale price, sells or offer to sell such stores to any person / organisation including the buyer or any department of central government or any department of the state government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director General of supplies and Disposal and the price payable under the contract or 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 the price charged for normal replacement
- (iii) Sale of goods such as drugs which have expiry dates
- (iv) Sale of goods at lower price on or after the date of completion of sale / placement of the order of goods by the authority concerned under the existing or previous rate contract as also under any previous contracts entered into with the central or state government departments including their undertaking excluding joint sector companies and or private parties and bodies.

(c) The seller shall furnish the following certificate to the paying authority along with each bill for payment for supplies made against the rate along with each bill for payment for supplies made against the rate contract - "We certify that there has been no reduction in sale prices of government under the contract herein and such stores have not been offered / sold by me / us to any person / organisation including the purchaser or any department of central government or any department of a state government or any statutory undertaking of the central and state government as the case may be upto the date of bill / the date of completion of supplies against all supply orders placed during the currency of rate contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a), (b) and (c) of sub para (ii) above details of which are given below - "

9. 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:-

- (i) Such default
- (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

10. 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.

11. Specification: The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP

12. Earliest Acceptable Year of Manufacture: 2018 Quality / Life certificate will need to be enclosed with the Bill.

13. Transportation: Prices must be quoted on F.O.R. name of the unit and station basis inclusive of packing forwarding freight charges transit insurance and any other charges as applicable.

14. Packing and Marking: The seller provide packing and preservation of the equipment and spares / goods contract so as to ensure their safety against damage during transportation and handling. The seller ensure that the stores are packed in containers which are made sufficiently strong and with seasoned wood. The packing cases should have hooks for lifting by crane / fork lift truck. Tags with proper marking shall be fastened to the special equipment which cannot be packed.

15. Quality: The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

16. Quantity Assurance. Seller would provide the Standard Acceptance Test Procedure (ATP) within one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

17. Inspection. The inspection will be carried out by **Yard-11158(Rani Rashmoni)**.

18. Franking Clause : The following franking clause will form part the contract placed on successful Bidder –

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

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

19. **Warranty:** The following warranty will form part of the contract placed on the successful bidder-

(a) Except as otherwise provided in the invitation tender, the seller hereby declares that the goods, stores articles sold/supplied to the buyer under the 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 not with standing 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.

(b) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(c) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(d) Warranty to the affect that they will make available the blue prints of drawings of the spare if and when required in connection with the main equipment.

20. **OEM Certificate:** NA

21. **Buy Back offer:** NA

22. **Miscellaneous:** Any other condition, based in the peculiarity based on the proposal (including any conditions negotiated during PNC), to be included in the RFP.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

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

a) Cost of the item (s):

Sl.	Description of item	HSN code	Deno.	Qty	Unit Price	Amount	GST %	GST amount	Total Amount
1.									
2.									
Grand Total									

2. **Evaluation Criteria:** - The board 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 quantifying requirements of the RFP.
- b) 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 L-1 bidder will be determined by excluding levies, taxes and duties** levied by Central/State/Local Governments such as such excise duty, VAT Service Tax, Octroi /entry tax, etc on final product, as quoted by bidders.
- c) The taxes applicable are to be indicated separately. **Bids submitted without mentioned taxes separately would be summarily rejected.** If NIL taxes are mentioned the relevant notification/ Exemption certificate should be indicated.
- d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of prices.
- e) Levies, taxes and duties levied by Central/ State/Local Governments such as excise duty, VAT, Service tax, Octroi /entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their products.
- f) The lowest acceptable bid will be considered further for placement of contract/ supply order after complete clarification and price negotiation as decided by the buyer. The buyer will have the right to award contract to different bidders for being lowest in particular items. The buyer also reserves the right to do Apportionment of quantity; if it is convened the lowest bidder is not in a position to supply full quantity in stipulated time.
- g) **Seller has to submit a copy of registration certificate under GST along with the bids. In case the firm is not registered under GST, the same has to be communicated by the Seller on their letterhead.**



(Sunita Sharma)
Dy Commandant
District Logistics Officer
for COMDIS-6 (A.P)