

Tele: + 91 - 11 - 23382967
Fax: + 91 - 11 - 23074119
E mail : dte-as@indiancoastguard.nic.in

BY HAND/ E-MAIL
Coast Guard Headquarters
National Stadium Complex
New Delhi - 1100 01

Reply should be addressed
to the Director General

Quoting: AS-ATM/0105/AIRCREW VAN/RG

06 Jun 18


M/s



INVITATION OF (TECHNICAL AND COMMERCIAL) QUOTATIONS FOR PROCUREMENT OF TWO (02) IN NUMBER AIRCREW VAN

1. Bid(s) (Technical and Commercial) in separate sealed covers are invited from Indian firms only for supply of 02 (Two) in number AIRCREW VAN (ACV), BS-IV for Indian Coast Guard Air Station Ratnagiri. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bids being declared invalid.
2. The address and contact number for sending bids or seeking clarifications regarding this RFP are as given below:-

The Director (Air Staff)
Coast Guard Headquarters
National Stadium Complex
New Delhi - 110 001
Telephone :-011-23382967
Fax : 011- 23074119
Email dte-as@indiancoastquard.nic.in
3. This RFP is divided into five Parts as follows:-
 - (a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) **Part II** - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) **Part III** - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) **Part IV** - Contains Special Conditions applicable to this RFP and which will also form part of the Contract with the successful Bidder.
 - (e) **Part V** - Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
5. You are requested to comply with all the terms and conditions mentioned in the RFP and certificate in this regard is to be endorsed on the quotes submitted by your firm. Relaxation/deviation from terms/conditions if any should be clearly brought out for consideration, however, acceptance of same will solely be at the discretion of the Indian Coast Guard.
6. EMD or valid registration certificate required for exemption of EMD should be kept in separate envelop (not in the envelop that contain Commercial/Price bids). In the absence of EMD/valid registration certificate, the Price Bids will be rejected.


(Ramesh Sharma)
Commander
Joint Director AS (ATM &SE)
for Director General

Encls-

1. Technical Compliance Parameters

PART I - GENERAL INFORMATION

1. **Last date and time for depositing the Bid (s).** Your sealed bids (Technical and Commercial) should reach this office latest by **1100 hrs on 10 Jul 18**. The sealed Bids (Both Technical and Commercial) under **Two Bid System** 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 (Air Staff) kept at Reception Room at Main Gate of CGHQ, National Stadium Complex, New Delhi-110011 or sent by registered post at the address given above so as to reach by the due date and time. Late Bids 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 called for by these modes due to urgency).
3. **Time and date for opening of Bids.** **1500 Hrs on 11 Jul 18** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box.** **Reception Room, Main Gate, Coast Guard Headquarters, New Delhi-** 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.** **Coast Guard Headquarters, New Delhi-** 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.** The case is being processed on Two Bid System and, only the Technical Bids would be opened at the time and date mentioned above. Date of opening of the Commercial Bids will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. Technical bids without compliance parameters as per **Enclosure-1 to this RFP** will be rejected.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alias furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their offices.
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Pre-Bid Meeting** Pre-Bid meeting with the Vendors to clarify all aspects and contents of this RFP including technical specifications will be held at **1430 hrs on 15 Jun 18** in the **Office of Director (Air Staff), CGHQ, New Delhi**. Prospective bidders are to intimate details of the representative including name and address of the firm, at least four days prior to the Pre-Bid meeting for obtaining security clearance.
10. **Modification and Withdrawal of Bids.** Bidders may modify or withdraw their bids after submission, provided that the written notice of modification or withdrawal is received by the Buyer prior to the 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 Buyer 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 forfeiture of Bidder's bid security.
11. **Clarification regarding contents of the Bids.** During evaluation and comparison of Bids, the Buyer may, at his discretion, ask the bidder for clarification on 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.
12. **Rejection of Bids.** Canvassing by the Bidders in any form, unsolicited letter and post-tender correction may invoke summary rejection of the Bids with forfeiture of EMD. Conditional Bids will be rejected.
13. **Unwillingness to quote.** Blank
14. **Validity of Bids.** The Bids should remain valid till **180 days** from the last date of submission of the Bids.
15. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) 5% of their respective commercial bid in favour of "**PCDA (N), Mumbai**". The EMD may be submitted 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-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 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 him 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:-

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

(a) Two (02) in number Aircrew Van (ACV), BS-IV emission norms compliant, with accessories as per relevant specification and two years maintenance spares for the vehicle. List of compliance parameters of ACV is placed at Enclosure-1 to this Tender Enquiry.

2. **Technical Details.**

- (a) Specifications/drawings, as applicable
(b) Technical details with technical parameters

} Refer to table below

<u>Sr</u>	<u>Specs / Ref No</u>	<u>Description of Stores</u>	<u>Specifications</u>	<u>Denom</u>	<u>Qty</u>
(i)	---	Aircrew Van, (BS-IV)	DGAQA/GSE/310, ISSUE NO. 02 DATED JULY 17	Nos	02
COLOUR: Will be intimated at the time of contract negotiations					
FOR OBTAINING DETAILS OF SPEC / DRAWINGS DIRECTLY CONTACT OFFICE OF DGAQA/GSE, 'H' BLOCK, NEW DELHI – 110016, TEL: 23014922, FAX; 011-23014914					
ITEM IS TO BE SUPPLIED AS PER DGAQA SPECIFICATIONS REF NO. DGAQA/ GSE/ 310, ISSUE NO. 02 DATED JULY 17 (which can be obtained from Directorate of GSE, DGAQA, New Delhi)					

3. **Requirement of Installation/Commissioning.** Aircrew Van (ACV) is to be commissioned at the premises of the Consignee Unit after delivery. The commissioning report is to be signed by the representatives of the Vendor and the Consignee Unit. The warranty period of the ACV shall begin from the date of successful commissioning of ACV at premises of the Consignee Unit. A copy of the commissioning report is also required to be submitted to the Payment Agency along with the bills for payment. The installation and commissioning would include:-

- Requirement of Factory Acceptance Trials (FAT) – Yes.
- Harbor Acceptance Trial (HAT) and Sea Acceptance Trial (SAT) – Not Applicable.
- Requirement of Technical Documentation – Yes.
- Nature of assistance required after completion of warranty – Yes, Spares and Parts required.
- Requirement of pre-site/equipment inspection – Yes, as specified by DGAQA/GSE
- Any other details, as considered necessary – Nil.

4. **Tenderers are also requested for the following:-**

- The Tenderer is to quote complete equipment including chassis and super structure.
- The firms are to comply with the technical specifications and parameters of ACV (**Enclosures-1**) to this Tender Enquiry and certificate this effect is to be submitted along with the Technical Bids.
- Approved technical literature as per specification requirements shall be supplied by the contractor to consignee along with equipment. If the supplier fails to supply literature up to 25% supply of main equipment order, 5% payment will be withheld for non-supply of literature.
- Transportation charges for delivery of ACV at destination as per Consignee Details (Part-II Para 7 of RFP) shall be quoted separately.
- Two years maintenance spares shall be quoted separately giving prices for item.

(f) Accessories supplied shall be procured from registered sources, wherever available.

(g) **Submission of Drawings.** Three complete sets of drawings showing Technical specifications of material, dimensions & all relevant details of General Assembly, Super structure, flow diagrams etc. will be submitted by the firm to DGAQA/GSE within 30 days of the receipt of Supply Order for approval as per Clause 1.2 of specification DGAQA/GSE/310 ISSUE 01 dated JUNE 11.

(h) **Training** Manufacturer of ACV shall impart training to the operators of the unit holding ACV, free of charge, either at OEM factory or at the Consignee's premises. The training shall be imparted to at least two operators of the unit for a period of one week. A training program will be prepared by the Coast Guard Headquarters, New Delhi in consultation with the supplier so that it is conducted just before the dispatch of equipment to user unit. The training will cover following aspects:-

(i) Operation of equipment/ACV

(ii) Trouble shooting

(iii) Any other subject desired by the operator (Assembly/dismantling will be done at least five times with complete identification of all components for a duration of minimum one week.

(j) **Interchangeability and Minimum Inventory.** The firms should ensure interchangeability amongst components assemblies, sub assemblies and parts in case of chassis as well as fabricated parts, irrespective of fabricators (In case of more than one fabricator against one order are involved).

(k) Literature user hand Book and identification Part list is to be prepared as per JSS: 0308:2005 A copy of JSS: 0305:2005 can be obtained from Directorate of standardization, integrated Headquarters of Ministry of Defence (Navy), New Delhi on payment.

(l) Accepted Pilot sample will be retained for guidance in QA/Production of bulk till acceptance of ACV.

(m) Place of Quality Assurance will be the firm's premises.

(n) The firm should quote for accessories against existing entries at **Appendix 'A' of Enclosure-1.**

5. **Two-Bid System.** In respect of Two-Bid system, the Bidders are required to furnish **Clause by Clause Compliance of Specifications** bringing out clearly the deviations from specification, if any. All the deviations are to be mentioned in the compliance statement in the following format only, along with Technical Bids:-

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

6. **Delivery Period (DP).**

(a) **Prototype:-** No separate sample vehicle would be required. However, the ACV, qty 01 is to be manufactured as per specifications and offered to the inspection agency within four (04) months from the date of the contract. The prototype testing would be carried out at OEM premises by a team of ICG and DGAQA on the same vehicle which would be prepared for ICG.

(b) **User/Field trials of Prototype:-** The item will be checked as per the TASK Directive issued by CGHQ. The trials will be carried out at a designated consignee premises within 30 days after issuance of Task Directive by the buyer.

(c) **Supply Status:-** The vendor is required to furnish a monthly progress report of ACV to consignee, till supplies are completed.

Note:

Timely Delivery will be the essence of the supply order. The Delivery Period stipulation in the Supply Order/Purchase Order is one of the most important procurement objectives as timely availability of item is vital, particularly for the Department of Defence. The stores are considered to have been delivered only when these are handed over to the consignee after due inspection by the designated Inspecting Agency. 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. The schedule of delivery period is **180 days** from the date of Supply Order.

7. **Consignee details.** The Officer-in-Charge / The Commanding Officer
ICGAS Ratnagiri, MIDC Area, Airport Road
Ratnagiri 415 639, Tel.: 02352-224555, Fax: 02352-224088

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 supply order.** 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 Supply Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Contract and all or any other Contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/ referred to in this supply order 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, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **03 months** after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure by more than **06 months** provided Force Majeure clause is included in contract.
 - (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.
10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting.** The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
13. **Amendments.** No provision of present supply order 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 supply order and which expressly states to amend the present Contract.
14. **Taxes and Duties in respect of Indigenous Bidders.**
- (a) **General**
 - (i) If Bidder desires to ask for excise duty or Sales Tax / VAT 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.
 - (ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.
 - (iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
 - (iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
 - (v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within Supply Order terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b)	<u>Customs Duty</u>	Blank
(c)	<u>Excise Duty</u>	Blank
(d)	<u>Sales Tax / VAT</u>	Blank
(e)	<u>Octroi Duty & Local Taxes</u>	Blank
(f)	GST: @ 28 % (As on date)	

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 elected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee.

(a) **In case of Indigenous Seller.** The Bidder will be required to furnish a Performance Guarantee (10%) by way of Bank Guarantee through a public sector bank authorized to conduct government business 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. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence the delivery schedule, settlement of claims and other provisions of the Supply Order are not fulfilled by the seller.

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 month from the date of supply successful completion of this contract, the cost, term & 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. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments though ECS is at Form DPM-11 (Available in Indian Coast Guard website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:-

(a) 95% Payment against Inspection note, Proof of dispatch, duly supported by Xerox copy of the Bank Guarantee and against Consignee's provisional receipt.

(b) Balance of 5% will be paid on receipt of items in good condition by consignee along with user's certificate of complete Installation and successful commissioning.

5. **Advance Payments.** No advance payment(s) will be made by the buyer.

6. Paying Authority.

(a) **Indigenous Sellers** - The Principal Controller of Defence Accounts (Navy), Coast Guard Section No.1, Cooperage Road, Post Box No, 689, Mumbai-400039. The payment of bills will be made on submission of the following documents by the Seller to Coast Guard Headquarters, New Delhi for onward despatch to the Paying Authority, The Principal Controller of Defence Accounts (Navy), Mumbai - 400 025 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 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.
- xiii. Any other document / certificate that may be provided for in the Supply order.
- xiv. User Acceptance.
- xv. Photocopy of PBG.

7. 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.

8. Force Majeure clause.-

- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the **Technical specifications which can be obtained from Directorate of GSE, DGAQA, New Delhi on payment BASIS** and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up-gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up-gradation/alterations will be provided to the Buyer free of cost within **30 days** of affecting such up-gradation/alterations.

10. **Interchangeability and Minimum Inventory.** The firm should ensure Interchangeability amongst components assemblies, sub assemblies and parts in case of chassis as well as fabricated parts.

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

12. **Earliest Acceptable Year of Manufacture:** 2016 or later Life Certificate is to be enclosed with the Bill.

13. **Transportation.** ACV is required to be delivered at consignees address as mentioned in para 7 of Part-II of Contract inclusive of Packing, Forwarding, Freight charges, Transit Insurance and any other charges as applicable.

14. **Quality:** The quality of the stores delivered according to the present contracts 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.

15. **Quality Assurance:** After the Supply Order is finalized the Seller would be required to provide the Standard Acceptance Test Procedure (ATP). 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/ DGAQA. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

16. **Quality Assurance Authority:** The designated Inspection Authority for CFT is:- **DGAQA/GSE or his authorised representative. Tele: 011- 23014922, FAX: 011-23014914. The mode of Inspection will be Departmental Inspection.**

17. **Pre-Dispatch Inspection.** The following Pre-dispatch Inspection clause will form part of the Contract placed on successful Bidder:-

(a) The **DGAQA** representative will carry out Pre-Dispatch Inspection (PDI) of the Stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in MoD website and can be given on request).

(b) The Seller shall intimate the Buyer at least **forty five (45) days** before the scheduled date of PDI. The Buyer will send his authorized representative(s) to attend the PDI.

(c) The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of **fifteen (15) days** from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

(d) The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country.

(e) All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.

(f) The Seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the Contract.

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

(a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer representative. JRI shall be completed within 90 days arrival of good at the Port Consignee. JRI will consist of:-

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.

(ii) Completed functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer and DGAQA representative but functional checking of spares shall not be done.

(b) JRI will be carried out by the Buyer's and consignee representative(s) and DGAQA representative(s). The Buyer will invite the Seller with a prior notice of a minimum of **fifteen (15) days** to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio Data of the Seller's representative will need to be communicated **fifteen (15) days** prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the

Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within **30 days** of completion of the JRI. In case of deficiencies in quantity and quality defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued, and claims raised as per the Article on Claims in the contract. In case of claims Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

19. **Franking clause.**

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 supply order.

b. **Franking Clause in the case of Rejection of Goods** "The fact that the goods have been inspected after the delivery 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.

20. **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 supply of items and acceptance of vehicles. 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 acceptance/Receipt be presented within 45 days of completion of acceptance of vehicles. 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 vehicles 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 vehicles 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.

21. **Warranty.** The following warranty will form part of the contract:-

a. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this Supply Order 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 Supply Order. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **24 months from the date of commissioning of Aircrew Van** notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 24 months the said vehicles 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 effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

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

(a) The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools (SMT)/Special Test Equipment (STE) subcontracted from other agencies/manufacturer by the Seller for a maximum period of **15 years including warranty period after the delivery of Aircrew Van.**

(b) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

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

23. **Sufficiency Clause.** In the event of consumption of spares exceeding the quantities recommended by the manufacturer for 02 years maintenance period, the firm should be committed to supply the additional spares free of cost.

24. **Consignee's Right of Rejection.** Notwithstanding the fact that an item may have been inspected prior to dispatch, the consignee will have the right to reject it, in whole or part, if it is observed that the item supplied does not conform to the specifications or has been damaged. Such rejection will be communicated to the supplier within 90 days of the item reaching the consignee's premise. If an item is rejected, the supplier is required to replace the item within a period determined by the supplier, which should not be less than **45 days**, filing which he shall make financial restitution base don't he order value. However, in all such cases the provisions contained in the International Chamber of Commerce Publication, INCOTERM 2000, including that regarding change of the right of property, as amended from time to time, will be considered as foreign contracts are governed by international laws.

25. **Air Lift.** The following Airlift clause will form part of the contract placed successful Bidder – Should the Buyer intended 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 will in advance and paid for as may be mutually agreed.

26. **Packing and Marking.** The following Packing and Marking clause will form part of the contract placed on successful Bidder:-

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

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

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

- (i) Part Number
- (ii) Nomenclature
- (iii) Contract annex number
- (iv) Annex serial number
- (v) Quality contracted

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

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

- (i) EXPORT
- (ii) Contract No _____

- (iii) Consignee _____
- (iv) Port/ airport of destination _____
- (v) Ultimate consignee _____
- (vi) SELLER _____
- (vii) Package No. _____
- (viii) Gross/ Net Weight _____
- (ix) Overall dimensions/ Volume _____
- (x) The Seller's marking _____

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

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

27. **Engineering Support Package (ESP) Clause.** The following ESP clause will form part of the Contract placed on successful Bidder:-

(a) **Repair Philosophy.** The Engineering Support Philosophy shall conform to the repair philosophy as follows:

(i) **Unit Level Repairs.** These are repairs carried out within the unit holding this equipment with tools generally held within the unit or supplied by the manufacturer with each equipment or as per scaling of 1:10 or any other scaling recommended by the manufacturer as per population held in the unit. These pertain to cleaning, lubrication, minor repair and replacement of components and minor assemblies that can be carried in field without any sophisticated tools or test equipment. For carrying out such repairs, the manufacturer is required to provide the following:-

1. Table of tools and equipment (TOTE) with each equipment including operators manual.
2. Scaling of special tools and spares as mentioned above including maintenance manual.

28. **Manufacturers Recommended List of Spares (MRLS).** Based on the explanation given above, Bidders are requested to provide MRLS to sustain the equipment for a period of **05 years** for various levels of repair as per format given at **Form DPM-19** (Available in MoD website and can be given on request). Bidders will be required to provide these both with Technical and Commercial proposals. While with the commercial proposal, the actual costs of each component/spare will be provided, in the case of Technical Proposal these will be reflected as Low Cost/ Medium Cost/High Cost. **The cost column is to be left blank in the Technical Proposal.** A guideline for this purpose is as under:-

- (a) **Low Cost.** Less than 2 % of the unit cost of the equipment/sub system.
- (b) **Medium Cost.** 2 to 10% of the unit cost of the equipment/sub system.
- (c) **High Cost.** Greater than 10 % of the unit cost of equipment/subsystem.

NOTE: If the complete equipment comprises a number of different sub systems, for example, it is coming mounted on a vehicle or is provided with a stand for mounting or is inclusive of a generator or an air conditioner or has a sight, the MRLS must be provided separately for each such sub system.

29. **Technical Literature.** Two complete sets of the following documents per CFT to the consignee unit along with the delivery of the CFT :-

- (a) Maintenance Manual (bilingual in English and Hindi).
- (b) Operators Manual (bilingual in English and Hindi).
- (c) Warranty Certificate for each unit.
- (d) Illustrated Part Catalogue.
- (e) CD(s)/DVD(s) containing Maintenance Manual, Operators Manual and Illustrated Parts Catalogue in Adobe Acrobat format with links for quick access to various maintenance as well as operational aspects and for quick access to spares inventory identification/management.
- (f) **An additional set containing a copy of documents each at serial (a) to (e) above is to be dispatched to Directorate of Air Staff, Coast Guard Headquarters , National Stadium Complex, New Delhi - 110001.**

30. **Price Variation (PV) Clause.** The following PV clause will form part of the contract placed on successful Bidder (Note – DGS&D) Manual provides Standardised Price Variation Clauses. Any of those clauses could be considered for inclusion. A sample clause is indicated below):-

(a) The formula for Price Variation should ordinarily include a fixed element, a material element and a labour element. The figures representing the material element and the labour element should reflect the corresponding proportion of input costs, while the fixed element may range from 10 to 25 %. That portion of the price represented by the fixed element will not be subject to variation. The portions of the price represented by the material element and labour element along will attract Price Variation. The formula for price variation will thus be:-

$$P1 = P0 \{ F + a [M1 / M0] + b [L1 / L0] - P0 \}$$

Where P1 is then adjustment amount payable to the supplier (a minus figure will indicate a reduction in the Contract Price).

P0 is the Contract Price at the base level.

F is the Fixed element not subject to Price Variation.

a is the assigned percentage to the material element in the Contract Price.

b is the assigned percentage to the labour element in the Contract Price.

L0 and L1 are the wage indices at the base month and year and at the month and year of calculation respectively.

M0 and M1 are the material indices at the base month and year and at the month and year of calculation respectively.

If more than one major item of material is involved, the material element can be broken up into two or three components such as Mx, My, Mz. Where price variation clause has to be provided for services (with insignificant inputs of materials) as for example, in getting Technical Assistance normally paid in the form of per diem rates, the price variation formula should have only two elements, viz. A high fixed element and a labour element. The fixed element can in such cases be 50 % or more, depending on the mark-up by the supplier of the Per Diem rate vis-a-vis the wage rates.

(b) Following conditions would be applicable to Price Adjustment :-

- (i) Base dates shall be due dates of opening of price bids.
 - (ii) Date of adjustment shall be mid point of manufacture.
 - (iii) No price increase is allowed beyond original DP unless the delay is attributable to the Buyer.
 - (iv) Total adjustment will be subject to maximum ceiling ____ %.
- No price adjustment shall be payable on the portion of contract price paid to the Seller as an advance payment.

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

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

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided item wise based upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

i. In cases where only indigenous Bidders are competing, all taxes 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. **Blank.**

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT 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 entreated 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 Customs duty / Excise Duty / VAT duty 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 Customs duty / Excise Duty / VAT, 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) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) Any other criteria as applicable to suit a particular case.

(g) **Blank**

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

(i) **Blank**

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

(a) Basic cost of the item:-

<u>Sl No</u>	<u>Description</u>	<u>Unit Price</u>	<u>Custom Duty</u>	<u>Sales Tax/VAT/CST</u>	<u>Any other Tax/Duties</u>	<u>Over all unit Price</u>	<u>Qty</u>	<u>Total Price</u>
a	Equipment Name							
b	List of Spares							
c	List of Tools							
d	List of Accessories							
e	Transportation Charges separate							
f	Training							
g	Technical Literature							
h	Any other items							

(b) Is Excise Duty Extra ?

(c) If yes, mention the following:-

- i. Total value of item 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:

(d) Is Excise Duty Exemption (EDE) required?

If yes, then mention and enclose the following:

- i. Excise notification number under which EDE can be given:

(e) Is VAT extra?

If yes, then mention the following:-

- i. Total value on which VAT is leviable:
- ii. Rate of VAT:
- iii. Total value of VAT leviable:

(f) Is Service Tax extra?

If yes, then mention the following:-

- i. Total value of Services on which Service Tax leviable:
- ii. Rate of service Tax livable:
- iii. Total value of Service Tax leviable:

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

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:

(h) Octroi/Entry taxes:

(j). Any other Taxes / Duties / Overheads / Other costs:

(k) Grand Total

3. All the financial details are to be mentioned in the price bid only. Anything mentioned in any other part of the submitted documents having a financial bearing will not be considered.

**AIRCREW VAN – TECHNICAL COMPLIANCE MATRIX
REF DGAQA/GSE/310 ISSUE NO 02 DATED JULY 17**

SPECIFICATIONS/DRAWINGS AND TECHNICAL DETAILS WITH TECHNICAL PARAMETERS

SI No.	Clause No.	Essential QRs	Technically Complied/ Not Complied	Remarks																								
1	3.0	<p><u>TERMINOLOGY</u></p> <p>3.1 Type Test: - Tests carried out to prove conformity with the requirement of this standard. These are intended to prove the quality of design, manufacturing & workmanship of a given type of item. Type tests include endurance tests.</p> <p>3.2 User Trials: - Tests carried out by the users on sample under actual working condition. It is part of type test. The venue for Users Trial may be different than the actual consignee. It is responsibility of supplier/manufacturer to position the Stores for Users Trial for designated place. All the feasible minor nature suggestions made by User shall be implemented in the prototype.</p> <p>3.3 Acceptance tests: - Tests carried out on each item for the purpose of acceptance of bulk production.</p>																										
2.	4.0	<p><u>DESIGN & CONSTRUCTION</u></p> <p>4.1 <u>Climatic conditions:</u> The Air Crew Van shall be designed and constructed for operation under the following environmental condition :-</p> <table border="0"> <tr> <td>(i)</td> <td>Operation</td> <td>-</td> <td>Out door</td> </tr> <tr> <td>(ii)</td> <td>Temperature Range</td> <td>-</td> <td>+ 5° C to + 55° C</td> </tr> <tr> <td>(iii)</td> <td>Humidity upto</td> <td>-</td> <td>Upto 95%</td> </tr> <tr> <td>(iv)</td> <td>Altitude</td> <td>-</td> <td>Sea level to 3500m</td> </tr> <tr> <td>(v)</td> <td>Rain</td> <td>-</td> <td>From light drizzling to heavy rain</td> </tr> <tr> <td>(vi)</td> <td>Salt Fog</td> <td>-</td> <td>Suitable for operation under sea weather conditions.</td> </tr> </table> <p>4.1.1 <u>General Requirements</u></p> <p>4.2.1. The Air Crew Van is required for movement of aircrew from unit to tarmac and back, places of search and rescue or as required locations including within or outside of the Air Station transportation of associated luggage as applicable to this size of van.</p> <p>4.2.2. <u>Chassis :</u></p> <ul style="list-style-type: none"> ▪ Air Crew Van shall be built on LCV chassis of standard commercial make with BS-IV or better emission norms and approved by ARAI as per latest CMVR. ▪ The exhaust should be fitted with CCOE approved spark arrester. ▪ The van should have ABS. ▪ The steering should be power assisted. ▪ The alarm for reversing of vehicle to be provided. ▪ The van should have 5 speed forward gears and reverse gear. <p>4.3.1 <u>Cabin</u></p> <p>(i) The cabin should have effective air conditioning with controlled knob over each seat.</p> <p>(ii) The overhead baggage compartment should accommodate air crew helmet and storage space for 22 inch suitcase at the entire length on both side should be provided.</p> <p>(iii) Driver cabin should be separate with aircrew (passengers) cabin.</p> <p>(iv) The seats should be ergonomically designed with reclining</p>	(i)	Operation	-	Out door	(ii)	Temperature Range	-	+ 5° C to + 55° C	(iii)	Humidity upto	-	Upto 95%	(iv)	Altitude	-	Sea level to 3500m	(v)	Rain	-	From light drizzling to heavy rain	(vi)	Salt Fog	-	Suitable for operation under sea weather conditions.		
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(v)	Rain	-	From light drizzling to heavy rain																									
(vi)	Salt Fog	-	Suitable for operation under sea weather conditions.																									

		<p>back, individual headrest, back rest and foldable arm supports. The seating capacity should be 12 persons.</p> <p>(v) The driver seat should be adjustable to forward and backward, upward and downward and designed ergonomically.</p> <p>(vi) The floor & steps should be covered anti skid flooring (Fire & electric resistant).</p> <p>(vii) Window glass should be sliding type and curtains to be provided.</p> <p>(viii) Suitable handle bar should be provided near door steps for easy entry/exit.</p> <p>(ix) The cabin door should be hydraulically/pneumatically operated and controls to be provided on driver's panel.</p> <p>(x) Seat upholstery should be washable and fire retardant.</p> <p>(xi) Magazine & bottle holders to be provided.</p> <p>(xii) Charging sockets near all the seats should be provided.</p> <p>(xiii) Branded/reputed latest music system (Having USB Port) with FM facility and PA system to be provided.</p> <p>(xiv) Full length emergency exit door should be provided.</p> <p>(xv) The shatter proof glass for windows & windscreen should be provided.</p> <p>(xvi) The seat spacing between two rows should not be less than 750 mm.</p> <p>(xvii) Two nos. ABC type portable fire extinguishers (IS Std.) of 2 kg capacity (Cease Fire) should be provided.</p> <p>4.3.2. Rear view video camera of not less than 05 mega pixels should be fitted and 5 inch monitor should be provided in driver's cabin.</p> <p>4.3.3. Revolving Obstruction Light, audio –visual alarm system should be provided.</p> <p>4.3.4. <u>Tool box:</u> A Tool box with locking arrangement, fabricated from 1.2 mm thick sheet of SS material and fastened to the chassis on suitable place shall be provided.</p>		
3	5.0	<p><u>MATERIALS PROCESS AND FINISH</u></p> <p>5.1. The Air Crew Van shall be manufactured in accordance with good design and sound engineering practices.</p> <p>5.2. The material used in the fabrication shall be of best quality to recognized standards and be commercially available.</p> <p>5.3. If required by the Inspecting Officer, the contractor shall arrange to get samples of raw material tested by approved test labs. Their certificates shall be provided to the Inspecting Officer.</p> <p>5.4. All sheet metal work, angles etc. used shall undergo finishing process. Extra care shall be exercised in the finishing of internal/surfaces of sheet metal work.</p> <p>5.5. The external painting shall be as follows:-</p> <p>(a) Two coats of prime paint (Spraying) air drying type conforming JSS 3.47-13 (1971) shall be given on all the steel surfaces.</p> <p>(b) Two coats of dove grey shade paint conforming to IS 5 shade 694.</p> <p>5.6. The painted surface shall be free from painting defects like flaking, peeling off, blisters etc. and shall show good adhesion with the base metal when subjected to adhesion test by the tape pull out method or any other method as per IS/MIL Specifications.</p> <p>5.7. The contractor shall make necessary arrangements for testing the raw materials, bought out components, paints etc. by approved test laboratories.</p>		
4	6.0	<p><u>TOOLS AND ACCESSORIES:</u> The contractor shall supply the required tools and accessories free of cost with each Air Crew Van.</p>		

5	7.0	<p>MARKING</p> <p>7.1. Following information shall be provided on an anodized aluminium plate and fixed at a suitable location on the Air Crew Van:</p> <ul style="list-style-type: none"> (i) Air Crew Van (ii) SEC/REF or DS Cat No. (iii) Chassis No. (iv) Engine No. (v) Supply Order No. 		
6	8.0	<p>TECHNICAL DOCUMENTATION</p> <p>8.1 Each Air Crew Van shall be supplied with following information in the booklet form.</p> <ul style="list-style-type: none"> (i) Maintenance and overhaul instructions. (ii) Servicing Schedule. (iii) Lubricating chart. (iv) Electrical wiring diagram. (v) Spare parts catalogue with exploded view covering all the components used. 		
7	9.0	<p>QUALITY ASSURANCE :</p> <p>9.1 The contractor/manufacturer shall be fully responsible for the performance of all the inspection requirements as specified herein. Except as otherwise specified in the contract. The supplier may use his own, or any other facility for the performance of the inspection requirements specified herein unless disapproved by the Inspecting Authority.</p> <p>9.2 Access to manufacturer's Works During the currency of the contract, the Inspecting officer shall have free access to the manufacturer's works and to examine any process, stage assembly and the finished product. All the bought out components should conform to relevant Indian Standard Specification.</p> <p>9.3 The Air Crew Van shall be subjected to inspection at all stages of its manufacture at the discretion of the Inspecting Officer.</p> <p>9.4 <u>Testing</u></p> <p>9.4.1 The contractor shall provide all the necessary test facilities, handling equipment, fuel, oil etc for conducting type tests, acceptance tests and User's trial.</p>		
		<p>9.5 CLASSIFICATION OF TEST :</p> <p>9.5.1 The tender shall be subjected to various tests under the following classification of tests :-</p> <ul style="list-style-type: none"> (a) Type Tests (b) Acceptance Tests 		
		<p>9.6 Type Tests</p> <p>9.6.1 The following tests shall be carried out on the prototype :-</p> <ul style="list-style-type: none"> (a) <u>Visual Examination</u> : This will cover dimensional checks, material conformity check, quality of welding, workmanship and finish, accessibility for maintenance and servicing, operation, identification of components as per bill of materials approved. (b) <u>Road Test</u>: The Air Crew Van shall be driven over a distance of 100 Kms. in the fully laden condition. It shall be driven at various speeds up to the maximum attainable speed. The handling of the above vehicle and the structural integrity of the mounted equipment shall be assessed during this test. (c) <u>Parking Brake Test</u>: The effectiveness of the parking brake system shall be checked on a 25% gradient. (d) <u>Weighing</u>: The Air crew Van shall be weighed in the fully laden condition. The FAW & RAW should not exceed the recommendation of chassis manufacturer. (e) <u>Electrical system checks</u>: The installation and serviceability of the electrical system of the vehicle shall be checked. (f) <u>Functional</u>: - The effectiveness of air conditioner to be checked. The functioning of rear view camera & audio visual alarms 		

		to be checked. \		
		9.7. ACCEPTANCE TESTS: Tests mentioned at 9.6.1(a), (b) for 10 kms only, (c), (e) & (f) shall be carried out on 100% of stores. Other tests may be carried out on selected samples at the discretion of the Inspecting Officer & on prototype.		
		9.8 USER TRIALS: The following tests would form the User's trial and will be carried out on the prototype:- (a) User's handling / operation (b) Performance Tests (c) Night Operation (d) Maintenance assessment (e) Any other test which user consider for functioning of Air Crew Van.		
		9.9 All the feasible modification/improvements suggested based on the tests carried out by the Inspecting Officer and the User trials shall be carried out on the prototype. Bulk production clearance will be accorded only after successful completion of all the tests mentioned in this specification.		
8	10.	<u>PRE-RECEIPT INSPECTION BY THE CONSIGNEE</u> 10.1. The Air Crew Van with all components shall be inspected by the consignee on receipt. Any transit damage, loss, discrepancy or defects shall be intimated by the consignee/Inspection Officer/Indenter to the contractor. The damaged/defective items shall be replaced/repaired free of cost by the contractor at the consignee's premises.		
9	11.	<u>WARRANTY AND OTHER CONDITIONS</u> 11.1 The Stores supplied against the specification shall be, deemed to bear a warranty of the contractor against defective design, material, workmanship and performance for a period of not less than 18 months from the date of receipt of the stores by consignee in satisfactory condition. During the period if any, of the store is found to be defective by the consignee, a defect report should be raised to all concerned. Any defective item during the period of warranty must be replaced immediately by the supplier free of all charges. Spare parts must be made available by the manufacturer/supplier for at least next 15 years .		
10	12.	<u>INFORMATION TO BE SUPPLIED BY THE CONTRACTOR</u> 12.1 The contractor shall supply the following information while quoting for the stores in response to a tender enquiry: (a) Chassis details: (i) Make and Model (ii) GVW (iii) FAW (iv) RAW (b) Camera details		
11	13	<u>DETAILS TO BE FURNISHED ALONGWITH THE QUOTATION</u> The technical bid must be accompanied with following otherwise it shall be treated as invalid. i) Submit details of experience on manufacture and supply of air crew van. Tenderers must furnish copies of orders in the relevant field and proof of execution of orders with technical bid to qualify for consideration. ii) Para wise compliance with regard to governing specification to parawise compliance on specification copy shall not be considered. iii) Remarks in Para wise compliance " <u>Noted</u> " is not to be considered. 'Noted' can be used only where change of earlier specified remark is amended due to advancement of technology etc. It must be clearly indicated "AGREED", "NOT AGREED" "COMPLIED" "TO BE PROVIDED" "NOT APPLICABLE" etc.		

		<p>iv) Wherever not agreed detailed reason must be furnished.</p> <p>v) Deviation/Concession at any para with respect to raw material process, design, inspection, testing must be clarified. Supplier must ensure that he has purchased the correct technical specification prior to particular tender enquiry. Receipt for purchase of specification must be enclosed to the Technical Bid.</p> <p>vi) The quotation of cabin as per technical details in the specification must be forwarded along with price bid of air crew van separately and extra technical details if any with technical bid.</p> <p>vii) No correspondence shall be entertained once the technical bids are submitted.</p> <p>viii) The technical bids must be forwarded in duplicate.</p> <p>ix) Technical details of major sub assemblies must be furnished along with compliance report/status.</p> <p>Note: Technical bids including detailed drawings, design and chassis load calculations of all systems and sub assemblies and the capability of the bidders to manufacture and supply the ACV strictly as per the specification will be evaluated thoroughly by a Technical evaluation committee.</p>		
12	14.	<p><u>CONCLUSION</u></p> <p>The workmanship and finish of the Air Crew Van shall be of the higher standard and shall to the entire satisfaction of the inspecting officer.</p> <p>The raw material, components & equipments shall be as per spec. or procedure as per the National/International standard. They must be interchangeable.</p> <p>The manufacturer is free to suggest any modification, which in his opinion may result in better quality/improved performance. Such suggestions are welcome and may be forwarded to the following address:</p> <p style="text-align: center;"><u>DIRECTORATE GENERAL OF AERONAUTICAL QUALITY ASSURANCE</u></p> <p style="text-align: center;"><u>MINISTRY OF DEFENCE, "H" BLOCK HUTMENTS NEW DELHI 110011</u></p>		