

438/CGAE/MW/UPD/60/18-19

03 Jul 18

To \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVITATION OF BIDS FOR UPDATING DATA BASE CARDS OF 02 IN NOS. EGPWS MK VIII KMD 850 FITTED ON UNIT DORNIER AIRCRAFT, REQUEST FOR PROPOSAL (RFP) NO. CGAE (BSR)/RFP/MW/10 /18-19 DATED 03 JUL 18.

1. Bids in sealed cover are invited Updating data base cards of 02 in nos. EGPWS MK VIII KMD 850 fitted on unit Dornier aircraft Please super scribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid.

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

- |     |   |   |  |
|-----|---|---|--|
| (a) | Bids / queries to be addressed to           | : | The Commanding Officer   |
| (b) | Postal address for sending the Bids         | : | C/o CGAE (BSR),<br>Gate No.01i, BP Airport<br>Bhubaneswar-751020 |
| (c) | Name / designation of the contact Personnel | : | Dy Commandant Jyotirmay Kuila<br>Station Air Technical Officer   |
| (d) | Telephone numbers of the contact Personnel  | : | 0674-2594313/15  |
| (e) | E – Mail ID of contact personnel            | : | cgae-bsr@indiancoastguard.nic.in                                 |
| (f) | Fax Number                                  | : | 0674–2594314   |

3. 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.

PART I – General information

1. Last date and time for depositing the Bids / Quotations: The sealed bids should be deposited/reach by 0900 Hrs on 17 Jul 18. The responsibility to ensure this lies with the bidder.

2. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked as "Quotation for tender Enquiry No. CGAE(BSR)/RFP/MW/10/18-19 Dated 03 Jul 18 Updating data base cards of 02 in nos. EGPWS MK VIII KMD 850 fitted on unit Dornier aircraft 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: at 1100 HRS on 17 Jul 18. If due to any exigency, the due date of opening of the bid is declared as closed holiday, the bid will be opened on the next working day on the same time or any other day/time as intimated by the buyer.

4. Location of the Tender Box: The 'Tender box' is located in the, Gate No -1, CGAE (BSR), Palashpalli, Bhubaneswar. Only those bids found in the Technical Tender box will be opened. Bids dropped in the wrong tender box will be rendered invalid.
5. Place of opening of the Bids: Bids will be opened in the CGAE, Bhubaneswar. 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 presents of representatives of all bidders. This event will not be postponed due to non-presence of your representative.
6. Two-Bid system: Single Bid (Commercial).
7. Forwarding of Bids: Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST Number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 02 (two) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. 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 submission of the Bids.

Contd. 3/-

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

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

<u>SL NO.</u>	<u>DESCRIPTION</u>	<u>QTY</u>
01	Updating data base cards of 02 in nos. EGPWS MK VIII KMD 850 fitted on unit Dornier aircraft	02

2. Technical Details : As para 01

3. Two-Bid System : Single (commercial bid).

4. Delivery Period : Completion period of the work would be 30 days from the effective date of Work order.

5. INCOTERMS for Delivery and Transportation: To be paid by the bidder.

6. Consignee details: The Commanding Officer, CGAE (BSR), Gate No.01, Biju Patnaik Airport Bhubaneswar-751 020

PART III – STANDARD CONDITIONS OF RFP

(a) You are required to give confirmation of your acceptance of the Standard conditions of the RFP mentioned below which will automatically be considered as part of the contract (wherever applicable)

(b) Only the relevant portions of the standard conditions have been reproduced below. For the complete conditions you may log on to Ministry of Defence official web site.

1. Law: The Supply Order shall be considered and made in accordance with the laws of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of the Supply Order: The Supply Order shall come into effect on the date of its acknowledgment by the Seller (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 Supply Order.

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 Supply Order 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 (for indigenous trade) / DPM-8 (for foreign supplies) DPM-9 (available in MoD website).

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 Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply Order or any other Supply Order with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Supply Order or any other Supply Order 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 Supply Order and all or any other Supply Orders 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 favor in relation to this or any other Supply Order, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, 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 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 Supply

Order 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 Supply Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order 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 Supply Order 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 Supply Orders 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 (02 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 (02 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: NA

13. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Taxes and Duties:

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

(b) In respect of Indigenous bidders : All taxes to be paid by seller

15. Pre-Integrity Pact Clause: NA

PART IV – SPECIAL CONDITIONS OF CONTRACT

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 (ie 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. Performance Guarantee:

(a) Indigenous Cases : NA

(b) Option Clause : NA.

Payment terms for Indigenous Sellers : 100% payment on delivery and acceptance by the user.

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

4. Paying Authority: ACDA(N), Kolkata – 700 022

(a) The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

(i) Ink-signed copy of contingent bill / Seller's bill.

(ii) Ink-signed copy of Commercial invoice / Seller's bill.

(iii) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iv) Guarantee/Warranty Certificate

(v) 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.

(vi) Exemption certificate for Excise duty / Customs duty, if applicable.

(vii) Bank guarantee for advance

(viii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).

(ix) Any other document / certificate that may be provided for in the contract.

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

(b) Foreign Seller : ----

5. Fall clause: ----

6. Exchange Rate Variation Clause: ---

7. Risk & Expense clause: --

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

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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. 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.

(b) 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.

(c) 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.

(d) 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. Buy-Back offer : ---
10. Specification : ----
11. OEM Certificate : ----
12. Export License : ----
13. Earliest Acceptable Year of Manufacture: ---
14. Buyer Furnished Equipment : ---
15. Transportation: The following Transportation clause will form part of the contract placed on successful Bidder
  - (a) CIF/CIP : NA
  - (b) FOB/FAS : NA
  - (c) FCA : NA
16. Air lift : -----
17. Packing and Marking: ---
18. Quality: ---
19. Quality Assurance: Seller would provide the Standard Acceptance Test Procedure (ATP) within with the supply of items 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.
20. Inspection Authority: --
21. Pre-Dispatch Inspection: ---
22. Joint Receipt Inspection: ---
23. Franking clause: ---

24. Claims: The following Claims clause will form part of the contract placed on successful Bidder-
- (a) The claims may be presented either:
    - (i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing or
    - (ii) On quality of the stores, where quality does not correspond to the quality mentioned in the contract.
  - (b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).
  - (c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).
  - (d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.
  - (e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.
  - (f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.
  - (g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India 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).
25. Warranty:
- (a) The following Warranty will form part of the contract placed on successful Bidder  
Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.
26. Product Support: ---
27. Annual Maintenance Contract (AMC) Clause: ---
28. Engineering Support Package (ESP) clause: ---
29. Price Variation (PV) Clause: --

#### 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) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of 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) Sales tax and other local levies, i.e. Octroi, entry tax etc would be ignored in case of indigenous Bidders.
- (c) 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 livable 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.
- (d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as selling rate of the State Bank of India on the date of the opening of Price Bids.
- (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) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 10%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
- (g) 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.
- (h) Any other criteria as applicable to suit a particular case.

2. Price Bid Format: ----

Thanking You,

A	B	C	D	E	F	G
SL No.	Description	Qty	Rate (Including all Charges)	Total Rate (D x 02)	GST (18% of E)	Total Amount (E+F)
01	KMD 550/850 (W/O XM Weather) P/N 071-00161-01XX, Region Pacific, Cycle 01	02				



(Jyotirmay Kuila)  
Dy Commandant  
Oi/C LP (Tech)  
for Commanding Officer

Date: 03 Jul 18



