

OTE BASIS

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Indian Coast Guard
Pollution Response Team (W)
Boiler/loco shop, MbPT Workshop
Narsu Vithoba Nakhwa Marg
Mazgaon, Mumbai-400 010

File No.: CGPRT/OSD/735

24 Jul 18

**INVITATION OF ONLINE BIDS FOR OUTSOURCING OF SERVICES TOWARDS
DISPOSAL OF EXPIRED OIL SPILL DISPERSANT (OSD) IN ENVIRONMENTALLY SAFE
CONDITION**

1. "**Online bids**" (Under single bid system) are invited from **firms approved by the State Pollution Control Board for outsourcing of services towards disposal of expired oil spill dispersant (OSD) in environmentally safe condition. Manual bids shall not be accepted. Tenders from black listed/ banned firms shall not be accepted.** Tender document can be viewed and downloaded from **Indian Coast Guard web site www.indiancoastguard.gov.in** (for reference only) and **CPPP site <https://eprocure.gov.in/eprocure/app>** as per the schedule given in **CRITICAL DATE SHEET** mentioned below:-

CRITICAL DATE SHEET

SL.NO.	DESCRIPTION	DATE & TIME
(a)	Published Date	24 Jul 18 / 17 : 00 HRS
(b)	Bid Document Download / Sale Start Date	24 Jul 18 / 18 : 00 HRS
(c)	Clarification Start Date	24 Jul 18 / 18 : 15 HRS
(d)	Clarification end date	30 Jul 18 / 10 : 00 HRS
(e)	Pre-bid meeting	NA
(f)	Bid submission start date	31 Jul 18 / 19 : 00 HRS
(g)	Bid Submission End Date	16 Aug 18 / 11 : 00 HRS
(h)	Bid Opening Date	17 Aug 18 / 14 : 00 HRS

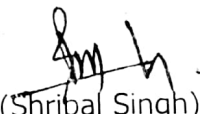
2. The address and contact numbers for sending online bids or seeking clarifications regarding this RFP are given below:

Indian Coast Guard
Pollution Response Team (W)
Boiler/loco shop, MbPT Workshop
Narsu Vithoba Nakhwa Marg
Mazgaon, Mumbai-400 010
E-Mail: prt-west@indiancoastguard.nic.in
Tele: 022-2372 8867

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 opening bid, EMD and sample, Validity period of tenders, etc.

- (b) **Part II** - Contains essential details of the 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 Online 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 condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard.
6. Bid documents may be scanned with 100 dpi with black and white option, in PDF format which helps in reducing size of the scanned document.

Yours faithfully,


(Shripal Singh)
Asst Commandant
Dy Officer-in-Charge
For Officer-in-Charge

Encl: As Stated

Part I – General information

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

The online Bids (both technical and Commercial, in case two bids are called for) should be uploaded as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: - Online Bids should be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids or Bid documents. Bids sent by FAX or e-mail will not be considered. Samples and EMD to be deposited manually at address mentioned in para 2 ibid before opening of Technical bid.

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

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Address for taking of sample and EMD: At Indian Coast Guard Pollution Response Team (W), Boiler/loco shop, MbPT Workshop, Narsu Vithoba Nakhwa Marg, Mazgaon, Mumbai-400 010.

5. Place of opening of the Bids: Coast Guard Regional Headquarters (West), Mumbai.

6. Two-Bid system: Blank

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

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing by the clarifications as per critical date sheet at address at mentioned above.

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

(a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal. EMD (in case) submitted in physical form shall be returned offline. However, the cost of the tender will not be refunded to the firm.

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

10. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches by fax/e-mail before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

[Handwritten signature]

13. Validity of Bids. The Bids should remain valid for **180 days** from the date of opening of tenders from the last date of submission of the Bids.

14. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.16,500.00 (Rupees Sixteen Thousand Five Hundred only)** in favour of "PCDA(N), Mumbai". The EMD may be submitted "**manually**" on or before opening of technical bid in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-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 them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. **Hard Copy of original instruments in respect cost of earnest money be delivered to the Indian Coast Guard Pollution Response Team (W), Boiler/loco shop, MbPT Workshop, Narsu Vithoba Nakhwa Marg, Mazgaon, Mumbai-400 010. on or before bid opening date/time as mentioned in critical date sheet.**

Part II – Essential Details of Services required

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

Sl No	Description	Part No	Qty (Set)
(a)	Outsourcing of services for Disposal of expired oil spill dispersant (OSD) in environmentally safe condition and certificate to be rendered.	--	37,000 Ltr

Note:- Bid price should be inclusive of Transportation and other incidental charge for providing services towards disposal of expired oil spill dispersant from PRT(W) to their premises.

2. **Technical Details:-** As above

3. **Two-Bid System** – Blank

4. **Delivery Period** – Services to be provided for disposed of expired OSD with in **90 Days** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case services are not provided within the contracted completion period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **INCOTERMS for Delivery and Transportation** - Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules and regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERMS) involved by international chamber of Commerce, Paris, Definition of Delivery Period is given below

6. **TERMS OF DELIVERY** - NA

7. **PLACE OF COLLECTION OF ITEMS**

Indian Coast Guard Pollution Response Team (W), Boiler/loco shop, MbPT Workshop
Narsu Vithoba Nakhwa Marg, Mazgaon, Mumbai-400 010

firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

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

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (06 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 (12 months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services of any India 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.

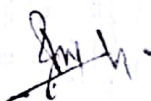
12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer 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.



Part III – Standard Conditions of RFP

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-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 or not, or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party,



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:** N.A.
- (b) **In respect of Indigenous Bidders:**
- (i) **General**

1. **Bidders must indicate separately the relevant Taxes / Duties likely to be paid in connection with providing services specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.**

2. If a Bidder is exempted from payment of any duty / tax upto any value of supplies from **them**, he should clearly state that no such duty / tax will be charged by them up to the limit of exemption which **they** may have. If any concession is available in regard to rate / quantum of any Duty / tax, it should be brought out clearly. **In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.**

3. Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi / entry tax etc on final product upward as a result of any statutory variation taking place within contract

period shall be allowed re-imbursment by the Buyer to the extent of actual quantum of such duty / tax paid by the Seller. Similarly, in case of downward revision in any such duty / tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., If any obtained by the Seller. **Section 64-A of Sales of Goods Act will be relevant in this situation.**

4. Levies, taxes and duties levied by Central/State Local governments such as excise duty, VAT, Service tax, Octroi / entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

5. GST : As per applicable slab, HSN code of the item also to be indicated.

(ii) **Customs Duty – NA**

(iii) **Excise Duty:- NA**

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

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

(vi) **GST :- As per applicable slab, HSN code of the item also to be indicated.**



Part IV – Special Conditions of RFP

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

1. Performance Guarantee:- For supply order amount more than 2 lakhs.

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

2. Option Clause: Blank

3. Repeat Order Clause: Blank

4. **Tolerance Clause** : To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, buyer reserves the right upto 10% plus/minus increase or decrease the quantity of the required services up to that limit without any change in the terms & conditions and prices quoted by the seller. While awarding the contract, the quantity ordered has been increased or decreased by the buyer within this tolerance limit.

5. Payment Terms for Indigenous Sellers: On Pre Audit Basis :-

- (a) Blank
- (b) 100% payment on completion of service and acceptance by the user.
- (c) Blank
- (d) Blank

6. Payment terms for Foreign Sellers:- Blank

7. Advance Payments:- No advance will be paid.

8. **Paying Authority:** The PCDA (Navy), No. 1 Cooperage Road, Mumbai – 400 039 is the paying authority. However, bill should send to indenter only.

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) Copy of work Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (d) Work completion certificate.
- (e) 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.
- (f) Exemption certificate for Excise duty / Customs duty, if applicable.
- (g) Bank guarantee for advance, if any.
- (h) Certificate for disposal of expired OSD.

- (j) Performance Bank guarantee / Indemnity bond where applicable.
- (k) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (l) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (m) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (n) User Acceptance.
- (p) Xerox copy of PBG.

9. **Foreign Sellers – NA**

10. **Fall clause:-** The following Fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for providing services under the contract by the Seller shall in no event exceed the lowest prices at which the Seller provide services or offer to provide services of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all work Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

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

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

12. **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.

13. **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.

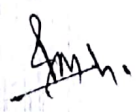
(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(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.

14. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP 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 upgradation/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 alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (____) days of affecting such upgradation/alterations.

15. **Earliest Acceptable Year of Manufacture :** _____ Quality / Life certificate will need to be enclosed with the Bill.

16. **Quality Assurance:-** The item should be of the latest manufacturer, conforming to the current production standard and having 100% defined life at the time of delivery.



17. **Inspection Authority:-** The Inspection will be carried out by Rep of Indian Coast Guard Pollution Response Team (W), Boiler/loco shop, MbPT Workshop, Narsu Vithoba Nakhwa Marg, Mazgaon, Mumbai-400 010 against firm disposal certificate.

18. **Warranty:-**

- (a) The following Warranty will form part of the contract placed on the successful Bidder :-
- (i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the services provided to the Buyer under the contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract.
- (ii) to (iv) **Blank**

Part V – Evaluation Criteria & Price Bid issues

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

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) 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. – **(Blank)**
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
- (i) In cases where only indigenous Bidders are competing, the L1 Bidder will be determined by excluding levies, taxes and duties levied by Central / State / Local governments such as excise duty, VAT, Service Tax, Octroi/entry tax, etc. on final product, as quoted by bidders.
- (ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed – **(Blank)**
- (aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
- (ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
- (ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
- (d) **Deleted**
- (e) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids. – **(Blank)**
- (f) 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.
- (g) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of _____%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.
- (h) The Lowest Acceptable Bid will be considered further for placement of contract Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular

items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

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

2. **Price Bid Format (to be used for L-1 determination).** The Commercial Bid Format in general is given at **Appendix 'C'** to this RFP. Bidders are required to fill this up correctly in full details, as required.

(a) The Commercial bid format is provided as **BoQ.xls** along with this tender document at **<https://eprocure.gov.in>**. Bidders are advised **to download this BoQ.xls** as it is and quote their offer in the permitted column. **Bidders are also to fill the duties & Taxes columns as applicable**

(b) Accessories - **As per specifications to be included in basic cost**

(c) Installation / Commissioning – **Blank**

(d) Training - **Blank**

(e) Technical literature – **As per specifications; to be included in basic cost**

(f) Tools - **As per specifications; to be included in basic cost**

(g) AMC – **Blank**

(h) Any other requirement- **As per specifications; to be included in basic cost**

Note - Determination of L-1 will be done based on total of basic prices (**not including** levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on service provider) of all services provided as mentioned above.

3. The bidders are required to **UPLOAD** following in the commercial bid:-

(a) Signed and scanned copy of Price bid undertaking (as Appendix 'A' to RFP).

(b) Schedule of price bid in the form of BOQ_XXXX.xls (attached in online-tender).



INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

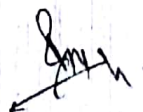
- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidder through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG



PRICE BID UNDERTAKING

(To be given on firm's letter head)

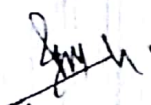
To,

Dear Sir/Madam,

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

Yours faithfully,

Signature of authorized
Representative



formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

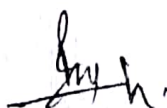
5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given in a standard BoQ format with the tender document, then the same is to be downloaded and filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary with



be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

