Tele: 044-23460493 Indian Coast Guard Air Station (CH)

Rudra Road, St Thomas Mount Chennai-600016

848/438/MW/17/18-19 02 Aug 18

M/s _____

REQUEST FOR PROPOSAL INVITATION OF BIDS FOR AMC OF GROUND SUPPORT EQUIPMENT(GSE) OF 848 SQN (CG) (TOTAL 51 ITEM MAJOR & MINOR)

Dear Sir.

Invitation of Bids for AMC of Ground Support Equipment of 848 Sqn (CG)

Request for Proposal (RFP) No: ICGAS (CH)/848/438/TE/MW/04/18-19 dated 02 Aug 18

- 1. Bids in sealed covers are invited for supply of services listed in part II of the RFP. Please super scribe the abovementioned title, RFP number and date, date opening of the bids on the sealed covers 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 : ICGAS Chennai

Rudra Road

St Thomas Mount Chennai – 600016

(c) Telephone No. of contact personnel : 044-23460457/91 (d) Fax number : 044-23460493

3. This RFP is 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. <u>Last date and time for depositing the Bids:</u> 1030 Hrs on 21 Aug 18. The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked as "TENDER BOX NON TECHNICAL/TECHNICAL" or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

- 3. <u>Time and date for opening of Bids:</u>1130 Hrs on 21 Aug 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. <u>Location of the Tender Box:</u> The Main Admin building in ground Floor of Indian Coast Guard Air Station Chennai –16 only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- 5. Place of opening of the Bids: As given at para 4 above. The Bidders may depute their representatives, duly

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**: NA

- 7. **Forwarding of Bids** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- 8. <u>Clarification regarding contents of the RFP</u>: 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 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. **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. <u>Clarification regarding contents of the Bids:</u> 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. <u>Unwillingness to quote:</u>Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- 13. **Validity of Bids:** The Bids should remain valid for 180 days from the date of submission of bids or as mentioned in RFP.
- 14. **Earnest Money Deposit:**—Bidders are required to submit Earnest Money Deposit (EMD) for amount of 2% of quoted amount along with their bids. 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 them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II DETAILS OF SERVICE REQUIRED

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

SI.No	Description	Denom	Service Requred
01	Ground support equipment of 848 Sqn (CG) Consisting of 51 Major and Minor GSE equipment as per list enclosed.	+	Annual Maintenance Contract for 51Nos. GSE Equipment held with 848 Sqn (CG) for a period of one year including the following: (i) Routine periodical inspections as per enclosed schedule. (ii) Supply of required spares, lubricants, consumables and painting. (iii) On condition / material state maintenance of GSE items. (iv) Deputing 01 un-skilled labour and 01 semi-skilled labour for day to day maintenance. (v) Yearly painting (vi) Load testing of equipment.

2. **GENERAL TERMS AND CONDITIONS FOR THE CONTACTOR:**

- (a) For the purpose of 12 hrs duty, timing will be fixed by the Commanding Officer, Coast Guard Air Station, Chennai-16.
- (b) The Contractor shall have to provide spares and proper tools for upkeep of all the GSE.

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- (c) Reporting time of workers to be adhered
- (d) The contractor will be responsible for any personal injury to the workers while on duty.

- (e) The Contractor has to maintain "Defect Register" and all the defects mentioned in defect register has to be attended within 24 hrs and for defects required to be off loaded to third party are to be completed within 3 days. In case, the firm is unable to attend the defect, a penalty of Rs 1000/- per day per defect up to a maximum of 3000/- will be imposed on the firm. The said amount will be recovered in contingent bill stage itself.
- (f) All workers to wear neat and clean dress as convenient. They are also to be in possession of a mobile with no cost on these accounts to the Coast Guard. The overall cleanliness and appearance of the GSE is the sole responsibility of the contractor.
- (g) The contractor shall ensure that the workers are disciplined and behave properly with user officers and service personnel. The contractor shall have to withdraw such workerfromthe duty who does not behave in a proper disciplined manner or who reports for duty under the influence of liquor, should not chew pan & smoke while working on GSE. The contractor shall ensure that the workers detailed have knowledge of Hindi/ English.
- (h) In the event of any dispute arising under these conditions, the decision of the Commanding Officer, Coast Guard Air Station, Chennai-16 or any other officer nominated by him shall be final.
 - (j) Workers should be above 18 years of age.
 - (k) In case, the firm is unable to provide the workers on any given day, a penaltyof Rs500/- per day for unskilled labourer and 1000/- per day for semiskilled labourerwill be imposed on the firm. In case contract conditions in any other form are not adhered to though the vehicle is provided, a penalty of Rs 1500/- ,per day per vehicle will be imposed on the firm.
- 3. <u>Consignee details:</u> The Commanding Officer Indian Coast Guard Air Station Chennai, Rudra Road. St Thomas Mount Chennai 16.

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. <u>Law:</u> 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. <u>Effective Date of the Contract</u>: 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. <u>Arbitration:</u> 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 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 n 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 othercontracts 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 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.

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

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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. <u>Liquidated Damages</u>: 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. <u>Termination of Contract</u>: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -
 - (a) The Seller is declared bankrupt or becomes insolvent.
 - (b) 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.
 - (c) 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 any or all the rights mentioned above.
- 13. <u>Amendments:</u> 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 Indigenous bidders

(i) General

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- 1. If Bidder desires to ask for excise duty or GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- 2. 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 entrained after the opening of tenders.
- 3. 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.

- 4. If a Bidder is exempted from payment of any duty/tax up to 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.
- 5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of 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.

(ii) GST

1. If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of GST will be developed upon the Buyer. On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.

Part IV - Special Conditions of RFP

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

1. Performance Guarantee:

<u>Indigenous cases:</u> 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

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

2. Option Clause: NA

<u>Payment Terms for Indigenous Sellers</u> - 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 through ECS is at Form DPM-11 (Available in MoD website and can be given on request). 100% payment on delivery and acceptance by the user.

- 3. **Advance Payments**: No advance payment(s) will be made.
- 4. <u>Paying Authority:</u> The payment of bills will be made for the completed directly by the Dy. Controller of Defence Accounts (N), Fort St. George, Chennai 09, on submission of the following documents by the Seller to the Buying Authority along with the bill: -
 - (i) Ink-signed copy of Commercial invoice / Seller's bill.
 - (ii) Copy of Supply Order
 - (iii) Satisfactory certificate from the user.
 - (iv) Inspection note.
 - (v) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Service Tax
 - (vi) 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).
 - (vii) Any other document / certificate that may be provided for in the Supply Order / Contract.

5. 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,

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manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -

- a. Such default.
- b. 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. Such recoveries shall not exceed _____% of the value of the contract."

6. <u>Force Majeure clause</u>

a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-

performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
- 7. <u>Transportation:</u> The following Transportation clause will form part of the contract placed on successful Bidder –

FOB/FAS -- The stores shall be delivered FOB

8. **Quality**: The quality of the stores delivered/service rendered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are

backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

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9. <u>Inspection Authority</u>: The Inspection will be carried out by the SAEO/SALO or any officer nominated by him. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

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.

- (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) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed
 - 1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
 - 2. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
 - 3. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
- (d) The Bidders are required to spell out the rates of GST 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 GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained 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

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and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of GST any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.

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

- Actual cost of items per unit Total cost/amount (a)
- (b) (c) (d) Service Tax (if applicable)
- GST
- Sale tax (if applicable) (e)

(Anirudh Jetta)
Dy Commandant
Air Technical Officer For Commanding Officer