

Tele: 08648-257357
Reply should be addressed to

**INDIAN COAST GUARD STATION
NIZAMPATNAM**
ZP Guest House
Near MRO Office
Nizampatnam (Vill & Mandal)
Guntur Dist (AP) – 522 314

NPM/RFP/MS/02/18-19

08 Oct 18

INVITATION OF BIDS FOR LP OF FRESH RATION
REQUEST FOR PROPOSAL (RFP) No.NPM/RFP/MS/02/18-19 DATED 08 OCT 18

1. Bids in sealed cover are invited for supply listed in PART-II of this RFP. This RFP is being issued on **OLTE/E-Procurement** basis. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed mentioned the above 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 number for sending Bids or seeking clarifications regarding this RFP are given below-

- (f) Bids/queries to be addressed to: The Commanding Officer, ICGS Nizampatnam
(b) Postal address for sending the Bids : The Commanding Officer, ICGS Nizapatnam,
ZP Guest House,
Near MRO Office, Nizampatnam – 522 314 (AP)
- (c) Named/designation of the contact personnel : DyComdtCVN Murthy, Logistics Officer,
ICGS Nizampatnam
(d) Telephone number of the contact personnel : 08648-257356
(e) e-mail ids of contact personnel : cgs-nzm@indiancoastguard.nic.in
(a) Fax Number : 08648-357457

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

Part I – Contains General information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.,

Part II – Contains essential details of the items/services required, such as the Schedule of Requirement (SOR), Technical Specifications, Contract Period, Mode of Contract and Consignee details.

Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder

Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

Part V - Contains Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Thanking you,

Yours faithfully,



(CVN Murthy)
Dy Commandant
Logistics Officer
for Commanding Officer

Encl: Part-I, Part-II, Part-III, Part-IV & Part-V

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids:** 1000 Hrs on 29 Oct 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 ICGS Nizampatnamor 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. Contents of Technical Bid are:- EMD/Document for exemption: Copies of registrations with Tax authorities, Labor commission, ESI, EPF, Government organizations ect.; Technical Specifications Compliance Matrix; Information on pre-qualification criteria as per Part-II of RFP. Only the price format as per Part-V is to be enclosed in the cover for commercial bid.
3. **Time and date for opening of Bids:** 1400 Hrs 29 Oct 18
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box:** The tender box is located at **the office building of ICGS Nizampatnam.** 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 Tenders:** Tenders will be opened in the EXO's cabin. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Forwarding of Bids**Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
7. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 5 (five) 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.
8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. *Conditional tenders will be rejected.*
11. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
12. **Validity of Bids:** The Bids should remain valid till 120 Days from the date of opening of commercial bid.
13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 12,000.00 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 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 Organisation (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 tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Technical Details:** The items should be provided as per the details enclosed separately as Annexure/as below
2. **Inspection:** The inspection of items will be carried out by Ship staff in the premises of the consignee.
3. **Delivery Period:** To be supplied, delivered within **60 Days** from receipt of supply order
4. **Consignee Details:- The Commanding Officer, ICGS Nizampatnam**
5. **Schedule of Requirements** – List of items / services required are as follows:

Sl.No	Description	Qty
1.	Potato	602.000
2.	Onion	329.000
3.	Carrot	24.000
4.	Cauliflower	60.000
5.	Cabbage	36.000
6.	Cucumber	84.000
7.	Brinjal	76.000
8.	Beet Root	84.000
9.	Tendli	60.000
10.	Long Beans	72.000
11.	Palak	18.000
12.	Loki	84.000
13.	Tomato	96.000
14.	Lady Finger	18.000
15.	French Beans	24.000
16.	Capsicum	12.000
17.	Radish	12.000
18.	Ginger	84.000
19.	Parwal	84.000
20.	Turi	84.000
21.	Lemon	12.000
22.	Red Pumpkin	84.000
23.	Arvi	60.000
24.	Jimikand	12.000
25.	Bitter Guard	24.000
26.	Snake Guard	12.000
27.	Green Chili	64.000
28.	Corriender Leaves	60.000
29.	Mint Leaves	24.000
30.	Apple	167.000
31.	Banana	252.000
32.	Grapes Green	120.000
33.	Mango	120.000
34.	Orange	120.000
35.	Mosambi	96.000
36.	Pine Apple	96.000
37.	Chicku	96.000
38.	Water Melon	96.000
39.	Pomegranate	96.000
40.	Mutton Fresh	138.000
41.	Fresh Eggs	10950
42.	Fish Surmai	6.000
43.	Fish Rohu	135.000
44.	Fish Katla	6.000
45.	Fish Ilisha	6.000
46.	Chicken Dressed	276.000
47.	Butter Amul/Visakha	24.000
48.	Milk Fresh (Amul/Visakha)	1971.000
49.	Bread	1314.000



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 (Copy enclosed).
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to Cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LABOUR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.



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

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

- a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than ____ 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 ____ Months Provided force majeure clause is included in contract.
- d) The Buyer has noticed that the seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- e) As per decision of the Arbitration Tribunal.

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

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

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

13. **Taxes and Duties**

i) **General**

(a) Bidder must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods 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.

(b) 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 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 exemption from taxation authorities.

(c) 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 upwards as a result of any statutory variation taking place within contract period shall be allowed re-imbusement 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.

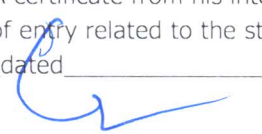
(d) In case of extension of Delivery Period any increase in taxes, duties, levies etc will not be paid to the seller. In case of decrease the difference to be passed on to the buyer.

(ii) **Custom duty**

1. Custom duty as actually paid will be reimbursed on production of necessary documents i.e.

(i) Triplicate copy of the bill of entry.

(ii) Copy of bill of lading.(iii) A copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota imports Licenses. He will also be required to submit in addition the triplicate copy of bills of entry etc. A certificate from his internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the store imported against Defence Buyer contract number _____ dated _____



2. Subsequent to the reimbursement of customs duty, the bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying /authority concerned a certificate immediately.
3. After a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.
4. In case the Bidder obtains any refund of customs duty. Subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(iii) Goods and Services Tax (GST):

1. GST will be paid to the seller at the rate applicable based on description, HSN/SAC code and relevant schedule of CGST Act.
2. In pursuance with section 171(1) of CGST Act, an undertaking is to be effected by the seller declaring that "Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit (ITC) shall be passed on the recipient by way of commensurate reduction in prices" Further, in case it is detected by the government that any ITC has accrued to the seller as a result of migrating to GST, after receiving the consideration/reimbursement for his supplies, the seller is mandated to refund the same accordingly to the paying Authority, giving details and particulars of the transactions.
3. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and /or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

Part IV – SPECIAL CONDITIONS OF RFP

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

1. **Performance Guarantee:** (Indemnity Bond in case of DPSUs) 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.
2. **Payment Terms** –100% payment on delivery and acceptance by the consignee.
3. **Advance Payment:** - No advance payment(s) will be made.
4. **Paying Authority- Paying Authority**
 - (a) The payment of bills will be made by JCDA (N), Visakhapatnam. The following documents are to be forwarded with the items for making the payment:
 - (i) Ink-signed copy of contingent bill/Bidder's bill
 - (ii) Ink-signed copy of Commercial invoice / Bidder bill.
 - (iii) Copy of Contract/Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
 - (iv) CRVs in duplicate
 - (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.
 - (vii) Guarantee / Warranty certificate.
 - (viii) Performance Bank Guarantee / Indemnity bond where applicable.
 - (ix) **Details of electronic payment viz account holders name, Bank name, Branch name and address , Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract / contract)**
 - (x) Any other document / certificate that may be provided for in the work order/ contract
(Note – From the above list, the documents that may be required depending upon the peculiarities of the servicesbeing undertaken, may be included in RFP)



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

(a) The price charged for the services to be supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the services or offer to sell services of identical description to any person/ Organizations 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 order placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the contractor reduce the sale price, sells or offer to sell such services to any person/ organization including the purchaser or any Dept, 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 supplier shall forthwith notify such reduction or sale or offer to sale to the Commanding Officer, ICGS (D) of Supplies & Disposal and the price payable under the contract for the stores/ services of such reduction of sale or offer of the sale shall stand corresponding reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

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

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

(iv) Sale of service at lower price on or after the date of completion of sale/ replacement of the order of service by the authority concerned under the existing or previous contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertaking excluding joint sector companies and/ or private parties and bodies. (c) The seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the contract – "We certify that there has been no reduction in price of the services of description identical to the stores/ services supplied to the Government under the contract herein and such services have not been offered/ sold by me/ us to any person/ organization including the purchaser or any Statutory Undertaking of the Central/ State Government as the case may be up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the government under the contract except of quantity of services under sub-clauses (a), (b) and (c) of sub-para (ii) above, details of which are given below-".

6. **Risk & Expense Clause:**

(i) 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.

(ii) 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 wholly or to the extent of such default.

(iii) 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:

(a) Such Default.

(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(iv) Any excess of the purchase price, cost of manufacture, or value of any service/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.

7. **Force Majeure clause:-**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written from 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 here to reserve 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.

8. **Specification:** The following specification clause will form part of the contract placed on successful bidder. The seller guarantees to meet the drawings as per part-II of RFP.

9. **Earliest Acceptable Year of Manufacture:** Quality/life certificate will need to be enclosed with the bill.

10. **Transportation:** prices must be quoted on F.O.R. ICGS Nizampatnam basis inclusive of packing, Forwarding, freight charges, Transit Insurance and any other charges as applicable.

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

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

13. **Quality Assurance:** seller would provide the draft standard Acceptance test procedure (ATP) with one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all the test facilities at his premises for acceptance and inspection by the details in this regards will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and 100% defined life at the time of delivery.

14. **Inspection:** The inspection will be carried out by **Logistics Officer, ICGS Nizampatnam**

15. **Franking clause:** The following franking clause will form part of the contract placed on successful Bidder-

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

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

16. **Warranty:** The following warrant will form part of the contract placed on successful Bidder:

(i) Except as otherwise provided in the invitation tender, the seller hereby declares that the goods, stores articles sold/ supplied to the Buyer under this shall be the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in a contract. The seller hereby guarantees that said goods /stores/articles would continue to conform to the description and quality aforesaid for a period of **06 months** from the date of delivery of the said goods stores/articles to the buyer whichever is earlier and that notwithstanding the facts that the Buyer may have inspected and/or approved 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 shall be entitled to call upon the seller to rectify the goods/stores/articles or such portion thereof is found to be defective by the Buyer with a reasonable period, 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.

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

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

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

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

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

Part-V – EVALUATION CRITERIA & PRICE BID ISSUES

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

a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and quantifying requirements of the RFP.

b) The taxes applicable are to be indicated separately. **Bids submitted without mentioned taxes separately would be summarily rejected.** If NIL taxes are mentioned the relevant notification/Exemption certificate should be indicated.

c) Seller has to submit a Copy of registration certificate under GST along with the bids. In case the firm is unregistered under GST, the same has to be communicated by the Seller on their letterhead.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of prices.

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

2. Price Bid format (to be used for L-1 determination): The Price bid format in general is given below and bidders are required to fill this up correctly with full details, as required under part-II of RFP (the format indicated below is only as an illustration).

a) Cost of the item (s):

Sl.	Description of item	HSN CODE	Denomination	Qty	Unit Price	GST %	GST amount	Total
	Grand Total							

- (b) Accessories (c) Installation/ Commissioning (d) Training (e) Technical Literature
- (f) Tools (g) AMC (h) Any other requirement

3. **Additional information in Price Bid on Taxes and Duties (not in scope of L-1 Determination):-**

- a) Total value of GST (including All Taxes)
- b) Is Custom Duty Exemption (CDE) required?

If yes, then mention the following:

- i. Custom notification number under which CDE can be given (Enclose a copy)
 - ii. CIF value of stores to be imported:
 - iii. Rate of Customs Duty payable:
 - iv. Total amount of Customs Duty payable:
- c) Any other Taxes/ Duties/ Overheads/ Other costs:
- d) Grand Total:



(CVN Murthy)
Dy Commandant
Logistics Officer
for Commanding Officer