

Tele. 0824 2405266
Email: dhq3@indiancoastguard.nic.in
Reply should be addressed to
The District Commander

मुख्यालय
Headquarters
No.3 Coast Guard Dist (Karnataka)
Post Box No.19, Panambur
New Mangalore-10

RFP/ CG/NM/SBP/46 /18-19

17 Dec 18

INVITATION OF QUOTATION FOR SUPPLY OF 20 MEN LIFE RAFT FOR ICGS SAVITRIBAI PHULE
REQUEST FOR PROPOSAL RFP/ CG/NM/SBP/ 46 /18-19 DATED 17 DEC 18

1. Bids in sealed cover are invited for supply of items listed in part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the bids on the sealed cover to avoid the Bid declared invalid.
2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are give below:-
 - (a) Bids/queries to be addressed to : The District Commander
 - (b) Postal address for sending the Bids : Headquarters
Coast Guard District No. 3
Post Box 19, Panambur Post
New Mangalore- 575 010
 - (c) Name /designation of the contact personnel : Oi/C LP Cell
 - (d) Telephone numbers of the contact personnel : 0824-2405263/70/66
 - (e) E-mail ids : dhq3@indiancoastguard.nic.in
 - (f) Fax number : 0824-2405267
3. The RFP is divided into five Parts as follows:-
Part I - Contains General Information and Instruction 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 Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
Part-III- Contains Standard Conditions of RFP, which will form part of the Contract with the success full 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 Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
5. RFP Part I, II, III, IV and V are enclosed herewith.
6. The Para marked with "NA" will not be considered as part of RFP.

Thanking you,

yours faithfully,



(Nilkanth M Yengde)
Commandant
Oi/C LP Cell
for District Commander

Encl: As above

PART I – GENERAL INFORMATION

- 1. Last date and time for depositing the Bids: 1400 Hrs on 26 Dec18.** 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 placed near Security office/main gate of this Headquarters or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
- 3. Time and date for opening of Bids: 1500 Hrs on 26 Dec 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:** At CGDHQ-3 Main Gate 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:** CGDHQ-3 (Reception). The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
- 6. Two-Bid system:** NA
- 7. Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like valid service tax registration number, TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- 8. Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 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. 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 for feature of EMD . Conditional tenders will be rejected.
- 12. 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.
- 13. Validity of Bids:** Bidders are required to submit Earnest Money Depot (EMD) for amount of along with bids The Bids should remain valid till **120 days** 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 ₹ 6300.00 alongwith 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 bids 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 for the same item/range of products /goods or services, 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 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 Supply Order shall be considered and made in accordance with the laws of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Supply Order:** The Supply Order shall come into effect on the date of its acknowledgment by the Seller (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the Supply Order.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Supply Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply Order or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8, 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 Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply Order or any other Supply Order with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Supply Order or any other Supply Order with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any 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 Supply Order and all or any other Supply Orders with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other Supply Order, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

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

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

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

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

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has 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. **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, copy rights, registered charges, trademarks and payments for any other industrial property rights. The seller shall indemnify the buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

14. **Taxes and Duties**

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

(b) **In respect of Indigenous bidders**

(i) General

(1). Bidders 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.

(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 him 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 Government 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 reimbursement 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 Sales of Goods Act will be relevant in this situation.

(4) Levies, taxes and duties levied by Central /State /Local Government 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). 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) Customs Duty – NA

(iii) Excise Duty

(1). Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise Authorities.

(2). Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(3). The Seller is also required to furnish to the Paying Authority the following certificates:

- (a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.
- (b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.
- (c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.
- (d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.
- (4). Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claims on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency for the contract.

(iv) Sales Tax / VAT

- (1). If it is desired by the Bidder to ask for Sales/Service tax / VAT 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 sales tax and no liability of sales tax will be developed upon the Buyer.
- (2). On the Bids quoting sales/service tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax 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 sales tax and the same is payable as per the terms of the contract.

(v) Octroi Duty & Local Taxes

- (1). Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
- (2). In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15. Pre-Integrity Pact Clause – NA

PART IV – SPECIAL CONDITIONS OF CONTRACT

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

1. Performance Guarantee:

(a). In case of Indigenous Seller 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 confirmed order. Performance Bank guarantee should be valid up to 60 days beyond the date of warranty.

(b). Foreign cases – NA

2. Option Clause – NA

3. Repeat Order Clause– NA

4. Tolerance clause– NA

5. Payment terms for Indigenous Sellers – It will be mandatory for the bidders to indicate their bank account numbers and other relevant e payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible .A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at form DPM-11 (Available in MoD website and can be given on request). The payments will be made as per the following terms, on completion of the requisite documents.

**(a) NA
OR**

(b) 100% payment on delivery and acceptance by the user.

6. Payment terms for Foreign Sellers –NA

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

8. Paying Authority: JCDA (N) Kochi

(a).Indigenous Sellers – (Name and address, contract details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

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

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

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

(iv). CRVs in duplicate.

(v). Inspection note.

(vi). Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

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

(viii). Bank guarantee for advance, if any.

(ix). Guarantee / Warranty certificate.

(x). Performance Bank guarantee / Indemnity bond where applicable.

(xi). DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

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

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

(xiv). User Acceptance.

(xv). Xerox copy of PBG, if any

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

(b).Foreign Sellers– NA

9. **Fall clause** – The following fall clause will form part of the contract placed on successful Bidder –
- a. The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores 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 supply 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/organization including the Buyer 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 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 stores 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 -”.

10. **Exchange Rate Variation Clause** – NA

11. **Risk & Expense clause** –

1. 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.
2. 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.
3. 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.
4. 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.

12. 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.

13. Buy-Back offer – NA

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 up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization 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 up gradation/alterations will be provided to the Buyer free of cost within (___) days of affecting such up gradation/alterations.

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

16. Export License – NA

17. Earliest Acceptable Year of Manufacture –: ___Quality / Life certificate will need to be enclosed with the Bill

18. Buyer Furnished Equipment –NA

19. Transportation – The following Transportation clause will form part of the contract placed on successful Bidder –

(a). CIF/CIP– NA

(b). FOB/FAS– NA

(c). FCA – NA

20. Air lift – NA

21. Packing and Marking – NA

22. 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 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 interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

23. Quality Assurance: Seller would provide the Standard Acceptance Test Procedure (ATP) within with the supply of items month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

24. Inspection Authority: The Inspection will be carried out by the Consignee. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

25. Pre-Dispatch Inspection – NA

26. Joint Receipt Inspection – NA

27. Franking clause– NA

28. Claims: The following Claims clause will form part of the contract placed on successful Bidder –

- (a). The claims may be presented either:
 - (i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing or
 - (ii) On quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b). The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c). The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d). The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e). The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f). Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g). The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

29. Warranty-

(a). The following Warranty 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 contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) to (iv) – NA OR (b).NA

OR

b. The following Warranty will form part of the contract placed on successful Bidder -

i. The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

ii. The Seller warrants for a period of _____ Months from the date of Acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

iii. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operation Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

iv. The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within _____ % of the warranty period.

v. Seller shall associate technical personnel of Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

vi. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds _____% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of ___ days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

vii. In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

viii. The Seller will guarantee the shelf life of (_____) years under the Indian tropical condition as given below:

1. Minimum temperature - -
2. Maximum temperature ---
3. Average Humidity ---

ix. For procurement of oils and lubricants, the following will be applicable:–

1. The Seller warrants that the special oils and lubricants required during the warranty period of the equipment shall be provided by the Seller himself.
2. The penalty amounting to (____ %) of the value of the equipment shall be imposed on the Seller in case the Seller refuses or fails to meet the requirement of oils and lubricants during the warranty period of the equipment.
3. The Seller shall make available the detailed specifications of all oils and lubricants required to be used in the equipment at the line of initial delivery of equipment to facilitate identification and development of indigenous equivalents to be used after the expiry of the warranty period.

30. **Product Support** - NA

31. **Annual Maintenance Supply Order (AMC) Clause** - NA

32. **Engineering Support Packin**

33. **Price Variation (PV) Clause** - NA

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). NA
- (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:

New Provisions (page 210)

1.(c) (i) In cases where only Indian Bidders are competing , L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local Government such as excise duty, VAT, Services tax. Octroi/entry tax. etc on final product, as quoted by bidders.

(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.

(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

New provisions (page 212-213)

2. **Price Bid Format:** (to be used for I-I 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. This format should be filled up with items / Basic price of:-

(a). item (s):-

SL.	Description	Part no.	Qty	Unit Price	Total	GST
01.	20 men life raft	N0472-0005604	02 Nos.			

- (i). A
- (ii). B
- (iii). C
- (iv). Total of Price (s)

- (b). Accessories –
- (c). Installation / Commissioning –
- (d). Training –
- (e). Technical literature

- (f). Tools –
- (g). AMC
- (h). Any other item

Note: 1. 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, services tax, Octroi/entry tax, etc on final product) of all items/ requirements as mentioned above.

3. Additional information in price Bid on Taxes and Duties (not in scope of L-1 determination).

- a. Excise Duty extra?
- b. If yes, mention the following:
 - (i). Total value of items on which Excise Duty is leviable:
 - (ii). Rate of Excise duty (item-wise if different ED is applicable):
 - (iii). Surcharge on Excise duty, if applicable?
 - (iv). Total value of excise duty payable:
- c. Is Excise Duty Exemption (EDE) required?
- d. If yes, then mention and enclose the following:
 - i. Excise notification number under which CDE can be given
- e. Is VAT extra
- f. If yes, then mention the following:
 - (i). Total value on which VAT is leviable:
 - (ii). Rate of VAT:
 - (iii). Total value of VAT leviable:
- (g). Is Service Tax extra?
- (h). If yes, then mention the following:
 - (i). Total value of Services on which Service Tax is leviable:
 - (ii). Rate of Service Tax leviable:
 - (iii). Total value of Service Tax leviable:
- (j). Is Custom Duty Exemption (CDE) required:
- (k). 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:
- (l). Octroi / Entry taxes:
- (m). Any other Taxes / Duties / Overheads / Other costs: