

Tele : + 91 - 11 -23386873  
Fax : + 91 - 11 - 23070050  
E mail : [pdlog@indiancoastguard.nic.in](mailto:pdlog@indiancoastguard.nic.in)  
Reply should be addressed  
to the Director General

**BY HAND/ E-MAIL**  
Coast Guard Headquarters  
National Stadium Complex  
New Delhi - 1100 01

Quoting : CGHQ/LT/2409/2018-19

24 Dec 18

M/s \_\_\_\_\_

**ONLINE INVITATION OF (UNDER TWO BID SYSTEM) FOR PROCUREMENT OF 07(SEVEN)  
TRUCK FIRE FIGHTING (LARGE) MK-VI AS PER CQA (FFE) SPECIFICATION OF FOR  
CGAEs & CGAS (CGAE BHUBNESHWAR, PORBANDAR, KOCHI, GOA, PORT BLAIR, KOLKATA  
AND CGAS CHENNAI)**

1. Online Bid(s) Open Tender Enquiry (**UNDER TWO BID SYSTEM**) are invited from Indian firms only for procurement of **07(Seven) Truck Fire Fighting (Large) MK VI** for CGAEs (CGAE Bhubneshwar, Porbandar, Kochi, Goa, Portblair, Kolkata) and CGAS Chennai. **Manual bids shall not be accepted.** Tender document can be viewed and downloaded from **Indian Coast Guard website [www.indiancoastguard.gov.in](http://www.indiancoastguard.gov.in)** (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET mentioned below:-

**CRITICAL DATE SHEET**

SL.NO.	DESCRIPTION	DATE & TIME
(a)	Published Date	24 Dec 18 (1500 Hrs)
(b)	Bid Document Download / Sale Start Date	24 Dec 18 (1530 Hrs)
(c)	Clarification Start Date	27 Dec 18 (1100 Hrs)
(d)	Pre-bid meeting	11 Jan 19 (1100 Hrs)
(e)	Clarification end date	11 Jan 19 (1700 Hrs)
(f)	Bid submission start date	12 Jan 19 (1100 Hrs)
(g)	Bid Document Download / Sale End Date	23 Jan 19 (1100 Hrs)
(h)	Bid Submission End Date	23 Jan 19 (1700 Hrs)
(j)	Technical Bid Opening Date(online)	28 Jan 19 (1500 Hrs)
(k)	Opening of Commercial Bids(online)	Will be intimated in due course after technical evaluation by TEC

2. The address and contact numbers for sending bid(s) or seeking clarifications regarding this RFP are given below:-

(a) Bids/quires to be addressed to:-

The Principal Director Logistics  
Deputy Inspector General NV Narasimha  
Coast Guard Headquarters  
National Stadium Complex  
New Delhi - 110 001  
Tele/ Fax : 011 23385820  
Email [pdlog@indiancoastguard.nic.in](mailto:pdlog@indiancoastguard.nic.in)

(b) Name/designation of the contact person:-

**Commandant Nupur Kulshrestha, Joint Director (Log-MT)**

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

(a) **Part I** - Contains General Information and Instructions for the Bidder(s) about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** - Contains essential details of the items/services required, such as the Schedule of requirements (SQR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** - Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

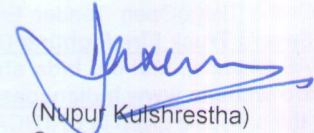
(e) **Part V** - Contains Evaluation Criteria and Format for Price Bid(s).

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

5. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/condition if any should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard.

6. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> and Bid documents may be scanned with 100 dpi with black and white option, in PDF format which helps in reducing size of the scanned document

7 **Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.**



(Nupur Kulshrestha)  
Commandant  
Joint Director (Log-MT)

- Encl:** (A) **Appendix 'A'**. TECHNICAL COMPLIANCE MATRIX FOR CONDUCT OF TEC  
(B) **Appendix 'B'**. BASIC ITEM COST PERFORMA  
(C) **Appendix 'C'**. PERFORMANCE STATEMENT OF THE VENDOR  
(D) **Appendix 'D'**. INSTRUCTIONS FOR ONLINE BID SUBMISSION

PLEASE SUPERSCRIBE OUR RFP REF NO AND TENDER OPENING DATE ON THE ENVELOPE

## **PART I - GENERAL INFORMATION**

1. **Last date and time for depositing the online bids as per critical date sheet.** The online Bids (both technical and Commercial, in case two bids are called for) should be uploaded as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder
2. **Manner of depositing the Bid.** Online Bids should be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids or Bid documents. Bids sent by FAX or e-mail will not be considered. Samples and EMD to be deposited manually at addressed mentioned in para 2 ibid before opening of Technical bid.
3. **Time and date for opening of Bid as per critical date sheet.**(If due to any exigency, the due date for opening of the Bid is declared a closed holiday, the Bid 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 Tender Box.** Tender box marked as '**DIRECTOR OF LOGISTICS TENDER BOX**' is kept near the guard room. Following guidelines may be followed while submitting requisite physical documents as indicated in the RFP. **No technical and commercial bids will be dropped in the Tender Box except those mentioned at Para 2 above.**
5. **Place of pre-bid meeting and opening of the Bid.** Coast Guard Headquarters, New Delhi, Directorate of Logistics
6. **Forwarding of Bids**
  - (a) The documents specified in para 2 to be deposited physically as per instructions above. The technical bids shall not be accepted if these documents are not received prior to bid opening.
  - (b) The Technical and Commercial bids will be submitted '**online only**' less documents mentioned at para 5 of part II of RFP.
  - (c) The physical receipt of specified documents shall be mandatory prior to bid opening date & time mentioned at critical date sheet.
  - (d) The non receipt of the physical documents shall result in rejection of bid.
  - (e) Only those documents specified in the tender documents and found in the tender box will be opened.
  - (f) Physical documents as specified in case dropped in the wrong Tender Box will be rendered invalid.
  - (g) The envelope containing the requisite physical documents should be addressed at the **Director General (for Principal Director of Logistics), Coast Guard Headquarters, National Stadium, New Delhi- 110 001**. The requisite physical document may be sent by hand/post/speed post/ Courier. However, it is the sole responsibility of the Tenderer to ensure requisite physical documents are received in the buyer's office prior to bid submission end date. The buyer by no means will be responsible for any delay in receipt of requisite documents.
  - (h) No post-bid clarification on the initiative of the bidder will be entertained.
  - (j) The Technical bid and Commercial bid should be submitted **ONLINE** by the Bidders duly digitally signed by the legal owner of the firm or the person authorized by him to do so.
7. **Forwarding of Bid** - Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo / letter pad in the form of PDF.
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing by the clarification as per critical date sheet at address at mentioned above.
9. **Modification and Withdrawal of Bid.** The Bidder may modify (resubmit) his bid on line after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.
  - (a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal. EMD (in case) submitted in physical form shall be returned offline. However, the cost of the tender will not be refunded to the firm. Once the bid is withdrawn by any firm online, the firm will not be permitted to participate again in the tender
  - (b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of Bidder's Bid security /EMD.
10. **Clarification regarding contents of the Bid.** 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 Bid.** 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 from the last date of submission of the Bid.
12. **Unwillingness to quote.** Bidder 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 Bid.** The Bid should remain valid till 180 days from the last date of submission of the Bid.
14. **Earnest Money & Tender fee Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of ` **10,60,500/-** in favour of " The Controller of Defence Accounts (Navy/Coast Guard), West Block –V, RK Puram, Sector-1, New Delhi-110066". 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) **The EMD may be submitted "manually" on or before opening of technical bid.** 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. **EMD or valid registration certification required for exemption of EMD must be delivered to the INDIAN COAST GUARD HEADQUARTER, NEW DELHI on** or before bid opening date/time as mentioned in critical date sheet . In the absence of EMD/valid registration certificate, the price bid will be rejected.

## Part II – Essential Details of Items/S Services required

1. **Schedule of Requirement.** List of items / services/performance statement of vendor required is as follows:-

SL No	Description	Specification	Deno	Qty
01.	Truck Fire Fighting (Large) MK-VI	As per CQAFE Specification No IND/CQAEE/PROV/0195(G) (b):ISSUE-2011	Nos	07

### **Name/Type of item/services/description of stores Qty required**

(a) 07(Seven) Truck Fire Fighting Large MK-VI or other equivalent chassis, with accessories as per relevant specification and two year maintenance spares for each vehicle. Technical Specifications enclosed with Tender Enquiry (**Appendix-A**).

(b) Signed and scanned copy of duly filled performa for performance statement of the vendor as per **Appendix-C**

### **Technical Details.**

2. 07(Seven) Truck Fire Fighting Large MK-VI as per CQA (FE) Pune IND/CQAFE/PROV/0195(b): ISSUE 2011 dated 16 Nov 18. Technical Compliance Matrix as per the above Specifications and Vendor compliance evaluation matrix are attached as **Appendix A, B & D**.

3. **Requirement of installation/commissioning** - 07(Seven) Truck Fire Fighting Large MK-VI need to be commissioned at Consignee unit after delivery. A commissioning Report needs to be signed by the rep of vender and also the consignee unit. The warrant period of the 07 Truck Fire Fighting Large MK-VI will begin from the date of successful commission of last equipment at consignee unit. The commissioning report is also for submission along with the bills for payment by the payment agency.

- (a) Requirement of Factory Acceptance Trials (FAT) – Not Applicable.
- (b) Harbor Acceptance Trial (HAT) and Sea Acceptance Trial (SAT) – Not Applicable.
- (c) Requirement of Technical Documentation – Yes.
- (d) Nature of assistance required after completion of warranty – of Requirement spares & Parts
- (e) Requirement of pre-site/equipment inspection – Not Applicable
- (f) Any other details, as considered necessary – Not Applicable.

### 4. **Tenders are also requested for following.**

- (a) The Tender is to quote complete equipment including chassis and super structure.
- (b) The firm shall quote clause by clause of the governing specification without which the quotation shall be liable for rejection. A detailed matrix of governing specification in terms of Domestic Fire Tender is placed at Appendix 'A', 'B' & 'C' respectively and same need to be filled for compliance and submitted along with the Technical Bids.
- (c) The governing specification for super structure can be obtained from CQAFE, Pune on payment of either by cash or by DD drawn on any Nationalised Bank payable at Pune in favor of Controller, CQAFE, Aundh Camp, Pune – 411027.
- (d) The governing specifications for Truck Fire Fighting Large MK-VI (specification no. IND/CQAFE/PROV/0195(b):ISSUE 2011) can be obtained from CQA(V) Ahmednagar on payment.
- (e) Approved technical literature as per specification requirements, shall be supplied by the contractor to consignee along with equipment. If the supplier fails to supply literature up to 25% supply of main equipment order, 5% payment will be held for non-supply of literature.
- (f) Transportation charges for delivery of vehicles at destination as per consignee details (Part-II Para 7 of RFP) shall be quoted separately giving for place.
- (g) Two years maintenance spares shall be quoted separately giving prices for item.
- (h) Accessories supplied shall be procured from registered sources, wherever available.

(j) **Submission of Drawings.** Three complete set of drawings showing Technical specification of material, dimensions & all relevant details of General Assembly, Super structure, Water Tank, Foam Tank, Sub frame, Monitor Assembly, proportionate assemble, First and hose reel assembly, pump assembly, primer assembly, Heat exchanger, layout of accessories, pipe line shaft from PTO to pump, CO2 and DCP mountings, flow diagrams etc. will be submitted by the firm to **CQA (FFE), Pune within 30 days of the receipt of Supply Order** for approval as per clause 1.12 of specification **IND/CQAFE/PROV/0195(b):ISSUE 2011**. Similarly, drawings applicable to be submitted by the firm to CQAFE within 30 days of the receipt of Supply Order for approval.

(k) **Training.** Manufacturer of Truck Fire Fighting Large MK-VI (specification no. IND/CQAFE/PROV/0195(b):ISSUE 2011) is responsible for imparting training free of charge to the operators of the equipment from the unit holding the equipment, either at OEM or at the consignee's premises. The training will be imparted to at least two operator per unit for a period of one week. A training program will be prepared by Coast Guard Headquarters, New Delhi in consultation with supplier so that it is conducted just before the dispatch of equipment to user unit. The training will cover follows areas:-

- (i) Operation of equipment
- (ii) Assembly/disassembly of pump and printer
- (iii) Trouble shooting
- (iv) Any other subject desired by the operator (Assembly/dismantling will be done at least five times with completed identification of all components of pump for a duration of minimum one week.

(l) **Interchangeability and Minimum inventory.** The firms should ensure interchangeable amongst components assemblies, sub-assemblies and part in case of chassis as well as fabricated parts, irrespective of fabricators. (In case of more than one fabricator against one order are involved).

(m) Literature user hand Book and identification Part list will be prepared as per JSS: 0308:2012(Rev.No.1) A copy of JSS: 0305: 2012(Rev.No.1) can be obtained from Directorate of standardization, integrated Headquarters of Ministry of Defence (Navy), New Delhi on payment.

(n) Accepted Pilot sample will be retained for guidance in QA/Production of bulk till acceptance of last Truck Fire Fighting.

(p) Place of Quality Assurance will be at the firm premises.

(q) In case of Domestic Fire Tender, Fully built Truck Fire Fighting light, the firm should quote for following accessories against existing entries at Appendix 'A' to specification No. IND/CQAFE/PROV/0195(b):ISSUE 2011:-

- (i) Ser No. 7 (a) : Hose Controlled percolating 63mm ID x 30m Length (CPL) to IS:8423:1994 fitted with instantaneous male/female GM coupling to figure 2A/2B of IS:903
- (ii) Ser No. 27:K7/4210-000159, Extinguisher Fire, carbon Dioxide 2 kgs capacity, duly charges, Portable specification no. IND/CQAFE/PROV/0195(b): ISSUE 2011.

5. **Online submission of Two-Bid System.** The case is being processed on two-bid system and, only the Technical Bid would be opened online at the time and date mentioned in Critical Date Sheet. No price should be indicated in the Technical Bid. Date of opening of the Commercial Bid will be intimated after Technical evaluation. Commercial Online bids of only those firms will be opened; whose Technical bids are found compliant/suitable after Technical evaluation is done by the Buyer. In respect of Two-Bid system, Bidders are required to furnish **Clause by Clause Compliance of Specifications** bringing out clearly the deviations from specification, if any. All the deviations as per the Appendix-A of RFP. Any deviations mentioned from specification, if any. All the deviations are to be mentioned in the compliance statement in the following format only along with Technical Bid. The Bid will be submitted in the following manner:-

- (a) Signed and scanned copy of Demand draft/PO in favour of the CDA(Navy/Coast Guard), New Delhi of ₹ **10,60,500/-** (Rupees Ten Lakh sixty Thousand Five Hundred only) as EMD amount or copy of valid registration certificate for exemption of EMD. EMD to be submitted **MANUALLY** on or before bid submission end date.
- (b) **Online Cover-I.** Cover-1 will contain the following documents for Technical Bids which should be scanned and uploaded in PDF format and **will be submitted online:-**
  - (i) Signed and Scanned copy of the GST number , PAN number, Income Tax Return for last three assessment year. Bank address with EFT account if applicable, etc and complete postal and e-mail address of their office.

(ii) Signed and scanned copy of executed order of minimum 02 (Two) Truck Fire Fighting Large MK-VI or similar type vehicle to any PSU or Govt. department in last two years (copy of supply order to be attached). Firm should have successfully supply of Truck Fire Fighting Large MK-VI or similar type vehicle for minimum value of Rupees Five crore to any PSU or Govt. department.

(iii) Signed & scanned Copy of Acceptance of all terms and conditions of RFP.

(iv) Signed & scanned copy of OEM: The bidder should be preferably an OEM. In case bidder is not an OEM he should be in possession of agreement certificate that he is authorised to participate and bid on behalf of the OEM.

(v) Signed and Scanned copy of Appendix-A, Appendix-B & Appendix-C of the RFP.

(vi) Signed and scanned copy of Valid registration/permit of manufacturing unit issued from Ministry of Commerce/Ministry of Industries/concerned authorities

(vii) Signed and Scanned copy of Certificate undertaking for person authorised to sign the documents on behalf of the firm.

(c) **Online Cover-II.** Commercial bid in the form of **BoQ.xls** (Bill of Quantities) will be **submitted online** as Cover-II.

(d) The Bidders are advised to submit the compliance statement as given in technical specification in the following format along with Technical Bid:-

Para of RFP/specifications item-wise	Specification of item offered	Compliance to RFP specification(whether Yes/No)	In case of non-compliance deviation from RFP/to be specified in unambiguous terms
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**Note :**

(i) **Signed & scanned copy of Technical Bids should be uploaded by Bidder under their original memo / letter pad.**

(ii) **Failure to submit any of above documents will render the bid invalid**

(iii) **Buyers reserve the right to cancel any bid without assigning any reason.**

6. **Delivery Period.** Timely Delivery will be the essence of the Supply Order. The DP stipulation in the Supply Order/Purchase Order is one of the most important procurement objectives as timely availability of item is vital, particularly for the Department of Defence. The stores are considered to have been delivered only when these are handed over to the consigned after due inspection by the designated inspecting agency. The schedule of delivery period is as follows:-

(a) **If Pilot Sample applicable.** Within 180 days from date of supply order.

(b) **If Pilot Sample not Applicable.** Truck Fire Fighting Large MK-VI 180 days from the date of Supply Order. Your Delivery Schedule for complete Supply in all respects is to be indicated in your offer. The Delivery Period shall be calculated from the date of placement of Order.

**Note.**

(a) Truck Fire Fighting Large MK-VI is trial evaluated and is suitable. However, as mentioned in relevant specifications, bidders are free to offer other Truck Fire Fighting Large MK-VI equivalent to above chassis. IN such case, trial evaluation of the inbuilt Truck Fire Fighting Large MK-VI super structure will be required for validation.

(b) Pilot sample will not be required if the product has been cleared by AHSP and the same will be finalized during the TNC.

7. **Consignee details.**

<b>Consignee</b>	<b>Quantity</b>
The Commanding Officer,Coast Guard Air Enclave Porbander, Near Civil Aerodrome,Porbandar Gujrat – 360 575	01
The Commanding Officer,Coast Guard Air Enclave Goa, Dabolim, Goa – 403 801	01
The Commanding Officer,Coast Guard Air Enclave Kochi ,C/o Fleet Mail Office,Kochi - 682 004	01
The Commanding Officer,Coast Guard Air Enclave Bhubaneswar, Old Terminal Building,Biju Patnaik AirPort , Bhubaneswar-751 020	01
The Commanding Officer,Coast Guard Air Enclave Kolkata Hanger No. 19, NSCB Int. Airport Dumdum, Kolkata – 700 052	01
The Commanding Officer,Coast Guard Air Enclave Port Blair , Post Box No. 08 VIP Road, Junglighat Port Blair - 744 103	01
The Commanding Officer,Coast Guard Air Station Chennai ,Rudra Road, Saint Thomas Mount Chennai – 600 016	01

### **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 supply order.** The contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in 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 supply order 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 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 offenses 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/ 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 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 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 **03 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 **06 months** provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

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

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

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present supply order 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 supply order and which expressly states to amend the present Contract.

14. **Taxes and Duties:**

- a) **In respect of Foreign Bidders:** NA
- b) **In respect of Indigenous Seller**
- c) **General**
  - (i). 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.
  - (ii). 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 he 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.
  - (iii). Any change in levies, taxes and duties levied by Central/State/Local governments such as GST 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.
  - (iv). Levies, taxes and duties levied by Central/State/Local governments such as GST etc on final product will be paid by the Buyer on actuals, 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.
- d) **Customs Duty.** NA
- e) **Goods Service Tax.** The GST as applicable (or amended time to time by the Govt) will be paid extra on submission of proof of GST paid to the Govt.

15. **Pre-Integrity Pact Clause**– NA

## 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 elected by the Buyer. Failure to do so may result in rejection of 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 authorized to conduct government business for a sum of ` \_\_\_/- (Approx. 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. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence the delivery schedule, settlement of claims and other provisions of the Supply Order are not fulfilled by the seller.

3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six month from the date of supply successful completion of this contract, the cost, term & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **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 cheque, 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 Indian Coast Guard website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:-

(a) 95% Payment against Inspection note, Proof of dispatch, duly supported by Xerox copy of the Bank Guarantee and against Consignee's provisional receipt. Balance of 5% will be paid on receipt of items in good condition by consignee(s) along with user's certificate of complete Installation and successful commissioning.

5. **Advance Payments.** No advance payment(s) will be made by the buyer.

### 6. **Paying Authority.**

(a) **Indigenous Sellers.** (a) The Controller of Defence Accounts (Navy/Coast Guard), West Block –V, RK Puram, Sector-1, New Delhi-110066. The payment of bills will be made on submission of the following documents by the Seller to Coast Guard Headquarters, New Delhi for onward dispatch to the Paying Authority, The Controller of Defence Accounts (Navy/Coast Guard), West Block –V, RK Puram, Sector-1, New Delhi-110066 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 Supply Order 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, Customs duty clearance certificate, GST/IGST, 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.
- xiii. Any other document / certificate that may be provided for in the Supply order.
- xiv. User Acceptance.
- xv. Photocopy of PBG.

### 7. **Risk & Expense clause.**

a. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

- b. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
  - i. Such default.
  - ii. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- 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.

8. **Force Majeure clause.**

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

9. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per **Appendix 'A'** 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, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up-gradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such up-gradation/alterations.

10. **Interchangeability and Minimum Inventory.** The firm should ensure Interchangeability amongst components assemblies, sub-assemblies and parts in case of chassis as well as fabricated parts.

11. **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 indigenous vendors subject to quality certification.

12. **Earliest Acceptable Year of Manufacture.** Within 2018 year(Contract year) quality/ Life certificate will need to be enclosed with the Bill.

13. **Transportation.** Truck Fire Fighting Large MK-IV are required to be delivered at consignees address as mentioned in para 7 of Part-II of Contract inclusive of Packing, Forwarding, Freight charges, Transit Insurance and any other charges as applicable. The equipment after inspection will be delivered duly fabricate accompanied with all accessories along with literature of chassis and super structure , by road on freight paid basis up to destination i.e. consignee' s end, under firm's risk and cost.

14. **Quality.** The quality of the stores delivered according to the present contracts 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.

15. **Quality Assurance.** After the Supply Order is finalized the Seller would be required to provide the Standard Acceptance Test Procedure (ATP). 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 item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

16. **Quality Assurance Authority.** The inspection will be carried out by the Board of Officers/Reps of CQAFE,Pune for TFF and CQA(Veh) ,Jabalpur & CQA(Veh),Ahmednagar for chassis.

17. **Pre-Dispatch Inspection.** The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder:-

(a) The Buyer's representative will carry out Pre-Dispatch Inspection (PDI) of the Stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in MoD website and can be given on request.

(b) The Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The Buyer will send his authorized representative(s) to attend the PDI.

(c) The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

(d) The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country.

(e) All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.

(f) The Seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the Contract.

18. **Joint Receipt Inspection.** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder:-

(a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 90 days arrival of goods at the Port of Consignee. JRI will consist of:-

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.

(ii) Completed functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of fifteen (15) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio Data of the Seller's representative will need to be communicated fifteen (15) days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(b) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued, and claims raised as per the Article on Claims in the contract. In case of claims Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

19. **Franking clause.**

a. **Franking Clause in the case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the 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 supply order.

b. **Franking Clause in the case of Rejection of Goods.** “The fact that the goods have been inspected after the delivery 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.

20. **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 supply of items and acceptance of vehicles. 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 acceptance/Receipt be presented within 45 days of completion of acceptance of vehicles. 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 vehicles 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 vehicles under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favor 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.

21. **Warranty.** The following warranty will form part of the contract:-

a. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this Supply Order 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 Supply Order. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **24 months from the date of commissioning of Truck Fire Fighting Large MKVI** notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 24 months the said vehicles 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.

b. 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.

c. 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.

d. Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

22. **Product Support.** The following Product Support clause will form part of the contract placed on successful Bidder:-

(a) The Seller agrees to provide Product Support for the stores, assemblies/sub-assemblies, fitment items and consumables, Special Maintenance Tools (SMT)/Special Test Equipment (STE) subcontracted from other agencies/manufacturer by the Seller for a maximum period of **15 years including warranty period after the delivery of stores.**

(b) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(c) Any improvement/modification/up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by Buyer, these will be carried out by the Seller at Buyer's cost.

23. **Sufficiency Clause.** In the event of consumption of spares exceeding the quantities recommended by the manufacturer for 02 years maintenance period, the firm should be committed to supply the additional spares free of cost.

24. **Consignee's Right of Rejection.** Notwithstanding the fact that an item may have been inspected prior to dispatch, the consignee will have the right to reject it, in whole or part, if it is observed that the item supplied does not conform to the specifications or has been damaged. Such rejection will be communicated to the supplier within 90 days of the item reaching the consignee's premise. If an item is rejected, the supplier is required to replace the item within a period determined by the supplier, which should not be less than 45 days, failing which he shall make financial restitution based on the order value. However, in all such cases the provisions contained in the International Chamber of Commerce Publication, INCOTERM 2000, including that regarding change of the right of property, as amended from time to time, will be considered as foreign contracts are governed by international laws.

**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. The bids will be evaluated Truck Fire Fighting Large MK-VI i.e. **L1 for this vehicle will be separate.** Therefore the bid needs to be forwarded for Truck Fire Fighting Large MK-VI.

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.

c. The Lowest Bid will be decided item wise based 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. **Blank.**

d. The Bidders are required to spell out the rates of Customs duty/GST etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty/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 entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / GST up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / 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.

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

f. Any other criteria as applicable to suit a particular case.

g. **Blank**

h. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

j. **Blank**

2. **Price Bid Format (to be used for L-1 determination).** The Price Bid Format is given below:-

<u>Sl No</u>	<u>Description</u>	<u>Specification no</u>	<u>Custom Duty</u>	<u>GST/CGST</u>	<u>Any other Tax/Duties</u>	<u>Overall unit Price</u>	<u>Qty</u>	<u>Total Price</u>
a	Truck Fire Fighting (Large) MK-VI	IND/CQAE/P ROV/0195(G) (b):ISSUE-2011						

**Note** - Determination of L-1 will be done based on total of basic prices (not including GST levied by Central/State/Local governments such as excise duty, GST etc on final product) of all items/requirements as mentioned above.

3. All the financial details are to be mentioned in the price bid only. Anything mentioned in any other part of the submitted documents having a financial bearing will not be considered.

4. The bidders are required to **UPLOAD** following in the commercial bid.

(a) Schedule of price bid in the form of BOQ\_XXXX .xls (attached in online-tender)



**TECHNICAL COMPLIANCE MATRIX FOR CONDUCT OF TEC**  
**TRUCK FIRE FIGHTING LARGE MK-VI**  
**(TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID)**

**CLEAR CUT PARAMETERS/QRS TO BE GIVEN**

<b><u>SL NO</u></b>	<b><u>ESSENTIAL QRs</u></b>	<b><u>ACCEPTABLE RANGE (YES/NO)</u></b>	<b><u>SAMPLE READING</u></b>	<b><u>WITHIN RANGE YES/NO</u></b>
1.	<b>Chassis:</b> TATA 1613 TCIC BS-4 (42/Cowl) or Ashok Leyland Chassis 1618 BS-4/any equivalent chassis introduced into service.			
2.	<b>Tyre:</b> 10.00x20:16 PR			
3.	<b>Pollution Norms:</b> Must conform to BS-IV pollution norms.			
4.	The TFF (Large) MK-VI would be manufactures in a manner so as to conform the following: (a) GVW : 16200 Kg (b) FAW : 6000 Kg (c) RAW : 10200 Kg			
5.	Water Tank Capacity : 3500 Ltrs			
6.	Foam Tank Capacity : 450 Ltrs			
7.	Pump Delivery Capacity : Not less than 2250 Imp of water at 7.0 Kg/cm <sup>2</sup> and 1600 Imp at 9kg/ccm <sup>2</sup>			
8.	Monitor and hand lines to have self aspirating type of foam production system.			
9.	Should have Proportionate between suction and delivery of the fire pump. The Proportionate shall have five position selector valve			
10.	The supplementary extinguishing agents to be CO <sub>2</sub> , 22.5 Kg x 2 and DCP 75 Kg x 2 extinguishing system.			
11.	The appliance shall have a standard towing hook for towing a one ton trailer.			
12.	The vehicle is to have a audible alarming system to indicate drop in the air pressure in the brake system			
13.	All metal pipe lines shall be of stainless steel conforming to ERW Schedule 10 of IS:1570 (Part-5)			
14.	Water Tank shall have a capacity of minimum 3500 liters water			
15.	The thickness of the bottom shall be not less than 5 mm conforming to grade 'A' of IS:2062 and for the sides and baffles not less than 3.15 mm conforming to grade 'O' of IS"1079			

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(Signature of the Seller)

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(Signature of the Buyer)

<u>SL NO</u>	<u>ESSENTIAL QRs</u>	<u>WITHIN RANGE (YES/NO)</u>	<u>TECHNICALLY ACCEPTABLE (YES/NO)</u>	<u>REMARKS</u>
16.	The Water Tank with its fitments should be able to withstand hydrostatic pressure of 0.3 Kg/Cm <sup>2</sup>			
17.	The Tank shall have a main hole of 45 cm Dia and be fitted with a removable strainer.			
18.	There have to two filling pipes (Hydrant Connections) with an internal diameter of not less than 50 mm.			
19.	There have to be a suitable arrangement for self filling of water tank directly from the pump using a 50 mm plumbing line.			
20.	The Water Tank should have two coats of primer and two coats of epoxy finish.			
21.	There have to be control valves for the following operations: (a) Hydrant to Tank (b) Hydrant to reel (c) Tank-Pump-Reel (d) Pump to Tank			
22.	All plumbing shall be of SS pipe line conforming to ERW schedule 10 to IS:1570.			
23.	<b>Pump:</b> (i) A single/double stage pump has to be mounted at the rear of the appliance. (ii) The pump conforming to the BIS specification shall be of centrifugal type and designed so as to have easy access to impeller. (iii) The pump is to have two delivery valves at the panel having 63 mm delivery hose couplings. (iv) There have to a pneumatic switch for engaging and disengaging the pump in the driver's cabin and there have to a manual arrangement to engage PTO in case of failure of pneumatic gear.			
24.	<b>Primer:</b> (i) The primer has to capable of lifting water from 7 meters depth at a rate of not less than 30 cm/second. (ii) The primer being used should be interchangeable assemblies /components for the same chassis.			
25.	<b>Cooling System:</b> There has to be an indirect cooling system of the open circuit type for discharging water to the waste in addition to radiator cooling.			
26.	<b>Foam Tank:</b> (i) The foam compound Tank is capacity. It has to be made of stainless steel grade x 02 CR 19 Ni 10 as per IS:1570 (Part-5)/SS of 304 and should be able to withstand a hydrostatic pressure of 0.3 Kg/CM <sup>2</sup> . (ii) The Foam Tank should have dished/funneling arrangement for easy filling from 20 liters drum. (ii) There has to be a hand operated foam transfer pump made of Gun metal and of capacity 20 lpm filler in a locker for filling the foam.			

27.	<b>Foam Compound Proportionate/ Inductor:-</b> There has to be a Proportionate between the suction and the delivery of the pump which will induct foam compound into the water stream with no loss in delivery pressure from the pump.			
28.	<b>Foam Monitor:</b> (i) The monitor shall be capable of traversing 360° in horizontal plane and elevating from horizontal to 60° in the vertical plane. (ii) The foam discharge shall not be less than 1680 Imp through a combination of monitor and two side lines at 7 Kg/CM2 or 1120 Imp through monitor alone at 9 Kg/CM2 (iii) The monitor shall be capable of projecting the foam to an effective distance or 40 at 9 Kg/CM2 pressure in straight jet pattern.			
29.	<b>Hand Lines:-</b> There have to be two delivery connections on either side of appliance.			
30.	<b>Instrument and Controls:</b> The pump operating control panel at the rear of the equipment should have the following controls: (i) Glycerin fitted pressure gauge (ii) Glycerin fitted compound gauge (iii) Engine throttle control (iv) Foam Selector Valve (v) Control valve for auxiliary foam connection. (vi) Butterfly valve for tank to pump (vii) Valve for engine cooling (viii) Foam tank to inductor and pump to inductor isolating ball valve (ix) Valve for hose reel control (x) Valve for direct filling of tank (xi) Ball valve for monitor operation (xii) 2x63 mm male connection with NRV with strainer. (xiii) Suction inlet of pump (xiv) Two 63 mm female instantaneous delivery out lets (xv) Control for flushing out the foam making equipment and its plumbing. (xvi) Glow lamp for engine lubricating system			
	(xvii) Temperature gauge for engine radiator			
	(xviii) Engine RPM meter on dash board in driver's cabin			
	(xix) Pump hour meter			
	(xx) Control valve for water tank to primer			
	(xxi) Electric bell switch to send signal from rear pump panel to driver's cabin.			
	(xxii) Indicator lamp in driver's PTO to pump.			
	(xxiii) Adequate lights at rear for night operation.			
31.	<b>Body work and stowage:</b> (i) There has to be enclosed accommodation for diver and commander in the front and crew of five at the rear. (ii) There has to be suitable arrangement towards avoidance of hot air form engine inside the cabin.			

32.	<p><b>Stowage:</b></p> <p>(i) Locker with rolling type shutter type has to be provided for stowage all the accessories.</p> <p>(ii) There has to be gallows to carry 10.5 m Aluminum extension ladder.</p> <p>(iii) There has to be tool box for carrying all normal tools carried on the appliance.</p> <p>(iv) There has to be bell in the drive's cabin for signal from rear pump control panel to driver.</p>			
33.	<p><b>Accessories on vehicle:</b></p> <p>(i) Fire bell</p> <p>(ii) Light bars with PA system cum-siren</p> <p>(iii) Fog lamps two numbers.</p> <p>(iv) Trafficators one set</p> <p>(v) Search light one number</p> <p>(vi) Connection for Tail Light for Trailer</p> <p>(v) Industrial grade trickle battery charger for charging 24 volts battery set.</p>			

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**(Signature of the Seller)**

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**(Signature of the Buyer)**

**BASIC ITEM COST PERFORMA**

<b><u>SI No</u></b>	<b><u>Description</u></b>	<b><u>Unit Price</u></b>	<b><u>Custom Duty</u></b>	<b><u>Sales GST/CGS T</u></b>	<b><u>Any other Tax/Duties</u></b>	<b><u>Over all unit Price</u></b>	<b><u>Qty</u></b>	<b><u>Total Price</u></b>
a	Equipment Name							
b	List of Spares							
c	List of Tools							
d	List of Accessories							
e	Transportation Charges separate							
f	Training							
g	Technical Literature							
h	Any other items							

**PERFORMA FOR PERFORMANCE STATEMENT OF THE VENDOR**

SL. No.	Supply Order Number	Organisation to which supplied	Total Quantity ordered	Specified date of delivery as per supply order	Actual Date of delivery	Amount of Contract (in Rs)	Remarks
a							
b							
c							
d							
e							
f							
g							
h							
j							
k							
l							
m							
n							

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(Signature of the firm's authorized rep)

**Note.** Venders should also attach the proof of executed orders with actual date of delivery to Defence, Central and State Govt. organizations/annual turnover and annual production capacity of the manufacturing unit of the firm.

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENTS**

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

**PREPARATION OF BIDS**

- (1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

- (1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk