

Tele: 02352-224555
Reply should be addressed to
The Commanding Officer

TATRAKSHAK STATION RATNAGIRI
ICGS Ratnagiri
H-2 Plot
MIDC Area
Near Ratnagiri Airport
Ratnagiri - 415639

Quoting : RTG/MSO/143/01/17-18

18 Jan 19

M/s _____

INVITATION OF BID(S) FOR PROCUREMENT OF EPABX SYSTEM WITH ACCESSORIES
RFP NO.RTG/MSO/143/01/17-18 DATED 18 JAN 19

1. Bids under single BIDS System (Commercial bid) in sealed cover is invited for procurement of EPABX system including installation and commissioning as per the scope of work mentioned in part-II of this RFP. Please super scribe the above mentioned title, RFP number and date of opening of bids on sealed cover to avoid the Bid being declared invalid.

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

- | | | | |
|-----|---|---|---|
| (a) | Bids/queries to be addressed to | : | The Commanding Officer,
ICGS Ratnagiri. |
| (b) | Postal address for sending the Bids | : | H-2 Plot
MIDC Area, Madgaon Road
Ratnagiri-415639 |
| (c) | Name/designation of the contact personnel | : | Dy Comdt Sunil Chauhan
Logistics Officer |
| (d) | Tel numbers of the contact personnel | : | 02352-224555 |
| (e) | E-mail ids of contact personnel | : | icgsratnagiri@gmail.com |
| (f) | Fax number | : | 02352-224088 |

3. **Pre- Bid Conference**. A pre Bid conference will be conducted on **04 Feb 2019** at 1200 Hrs the office the logistics Officer, ICGS Ratnagiri. The participating firms are required to depute their representative(s) to attend the conference.
4. The RFP is divided into five parts as follows:-
- (a) **Part –I** Contains general information and instruction for the sellers 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 services required such as the Schedule of Requirements (SOR). Technical Specification, Delivery Period, Mode of delivery and consignee details.
 - (c) **Part –III** Contains Standard conditions of RFP, which will form contract with the successful seller.
 - (d) **Part –IV** Contains Special Condition applicable to this RFP and also form part of the contract with the successful Seller.
 - (e) **Part –V** Contains Evaluation Criteria and Format for Price bids.
5. This RFP is being issued with no financial commitments and the Buyer reserves the right to change or vary any part thereof at any stage. The Buyer also reserves the right to withdrawn the RFP, should it become necessary at any stage.

Thanking You,

Yours faithfully,



(Sunil Chauhan)
Dy Commandant
Logistic Officer
for Commanding Officer

Encl: As above

Part I – General Information

1. **Last date and time for depositing the Bids: 11 Feb 2019 at 1130 hrs** The sealed Bids under single-bid system i.e Commercial bid ,in sealed covers 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 clearly marking reference no. and date on the envelope should be either dropped in the Tender Box marked as "Bids for procurement of EPABX system with Accessories" or sent by registered post at the address given below so as to reach by the due date and time. Late receipt tenders will not be accepted / 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 Bids: 11 Feb 2019 at 1500 hrs** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box:** The tender box is kept at **Store Office ICGS Ratnagiri**. 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: Commercial bids will be opened in the Store Office, ICGS Ratnagiri , Ratnagiri.** The Sellers may depute their representatives, duly authorised in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Sellers will be read out in the presence of the representatives of all the Sellers. 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 Sellers under their original memo / letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. Copy of PAN no. and Registration no. of vendor also may be enclosed with bids.
8. **Clarification regarding contents of the RFP:** A prospective seller 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 sellers who have received the bidding documents.
9. **Modification and Withdrawal of Bids:** A seller 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 Seller'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 seller 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 seller will be entertained.

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

12. **Unwillingness to quote:** Sellers 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 Seller may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids:** The Bids should remain valid till **90** days from the last date of submission of the Bids.

14. **Earnest Money Deposit: Sellers are required to submit Earnest Money Deposit (EMD) for sun amount of Rs. 36.875.00 (Rupees Thirty six thousand eight hundred seventy five only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (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 sellers 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 seller 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 Sellers 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 seller withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – Essential Details of Items/Services required

1. **Schedule of Requirements** – List of items / services required towards procurement of EPABX accessories at ICGS Ratnagiri, is as follows:

Note:-L-1 firm will be determined for the whole work package as mentioned above.

2. **Technical Details** : As per para 1 above

Sl	Description	Qty (in Nos.)
a.	EPABX : Latest EPABX System with under mentioned features (i) 100% digital non blocking system (ii) Caller line identification on both analog trunks & extension (iii) 16 party conference (iv) Built in battery charger (v) Auto attendance (vi) IP ready (vii) ASDMR <u>System configuration</u> (i) 1 PRI (ii) 08 CO(8 ports for incoming lines) (iii) 8 digital extension port (iv) 128 analog extension port <u>Compatible: ISDN & Networking</u>	01 set
b.	12 Key Digital phone (Operator Console)	01 Nos
c.	Beetal/Panasonic or equivalent telephone instrument	118 Nos
d.	Beetal/Panasonic or equivalent ID caller phone	10 Nos
e.	Supply and laying 50 pair jelly field cable	750 Mtr
f.	Supply and laying 5 pair jelly field cable	900 Mtr
g.	Supply and laying 02 pair telephone cable in casing and capping	2600 Mtr
h.	400 pair DP box with krone modules	01 No
j.	50 pair DB box with krone modules	04 Nos
j.	10 pair DP box with krone modules	12 Nos
l.	RJ-11 telephone socket with gang box	100 Nos
m.	Installation and commissioning	Jobs

3. **Two Bid System**: NA

4. **Delivery period** : Delivery period for supply and installation of items would be **90 days** from the effective date of supply order.

5. **INCOTERMS for Delivery and Transportation**: NA

6. **Consignee details**:

**The Commanding Officer
Indian Coast guard station Ratnagiri
H-2 Plot, MIDC Area
Near Ratnagiri Airport
Ratnagiri- 415 639**

PART III – STANDARD CONDITIONS OF RFP

The seller 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 seller (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the republic of India.
2. **Effective date of the Contract:** Normally the contract shall come into effect on the date of signatures of both the parties on the contract except some other effective date is mutually agreed 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 contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clauses 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 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 inducement to any person in service of the buyer or otherwise 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 order any other contract order with the relation to the present contract order for any other contract order with the government of India. Any breach of the aforesaid undertaking by the seller or any one employed by him for acting on his behalf (whether with or without knowledge of the Seller) of the commission of any offers by the Seller or any one employed by him or acting on his behalf, as define in chapter IX of the Indian penal code, 1860 of the prevention of corruption Act 1986 or any other act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract order and all any other contract 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 has 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 toward any officer / employee of the contract or to any other person in a position to influence any officer / employee of the buyer for showing any favour in relation to this or any other contract order shall render the seller to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the contract 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 provider of the stores/provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller ; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid oriented 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 order, the seller will be liable to refund that amount to the Buyer. The seller will also be debarred from entering into any supply contract 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 contract 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 contract 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 contract included earlier with the Government of India.

6. **Access to books of accounts:** In case it is found to the satisfaction of the Buyer the seller has engaged an agent or paid commissioned or influenced any person to obtain the contract as described in clauses relating to agents /agencies commission and penalty for use of undue influence, the seller, on 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 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, with hold 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 values of the Liquidated Damages being not higher than **10%** of the value of delayed services.

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 (**01 months**) after the scheduled date of delivery.
- (b) The contracting firm is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delay due to the causes of Force Majeure by more than(03 moths) 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 Notices Required or permitted by the contract shall be written in the English language and my be delivered personally or may be send 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 benefits or advantage of the present contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present 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 spares ,tools ,technical literature and training aggregates 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 stated to amend the present Contract

14. **Taxes and Duties:**

(a) **In respect of Foreign Bidders : Blank**

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

(i) **General**

1. 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.

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

3. Any changes in levies, taxes and duties levied by Central /State/Local governments such as excise duty/VAT, Service tax/ Octroi /entry tax etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed re-imburement 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 include all reliefs, exemptions, rebates, concession etc., If any obtained by the seller. Section 64-A of sales of Goods Act will be relevant in this situation.

4. Levies, taxes and duties levied by Central / State / Local Governments such as excise duty Vat, Service , Octroi / entry etc on final product will be paid by the Buyer om 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.

(ii) **Excise Duty –IF applicable**

(iii) **GST**

(a) If it desired by the Bidder to ask for GST to be paid as extra , the same must be specifically stated . In the absence of any such stipulation in the bid , it will be presumed that the prices quoted by the Bidder are inclusive of tax and no liability of tax will devolve upon the Buyer.

(b) On the bids quoting GST , the rate and nature of tax applicable at the time of supply of services should be shown separately .GST will be paid to the seller at the rate at which it is liable to assessed or has actually been assessed provided the transaction of service is legally liable to tax and the same is payable as per the terms of the contract.

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 selected by the Buyers . Failure to do so may result in rejection of Bid Submitted by the Bidder.

1. **Performance Guarantee:**

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

(b) **Foreign cases - NA**

2. **Option Clause - NA**

3. **Repeat Order Clause – NA**

4. **Tolerance clause - NA**

5. **Payment terms for Indigenous Seller :** 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 the sellers for receiving payments through ECS is at Form DPM-11 (available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

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

(b) Amount of LD/ risk Expenses/penalty etc, if any will be deducted from the amount

6. **Payment terms for Foreign Sellers- NA**

7. **Advance Payments:** No advance payments(s) will be made of any kind.

8. **Paying Authority:**

(a) **Indigenous Sellers:** (Name and address, contact details). The payment of bills will be made through PCDA(Navy), Mumbai 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 Supply Order/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 supply order/contract).**

xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.

xiv) User Acceptance.

xv) Xerox copy of PBG.

(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).

(c) 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/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the 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**:

(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.

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 upgradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/ alterations will be provided to the Buyer free of cost within (___) days of affecting such upgradation/ alterations.

15. **OEM Certificate – NA**

16. **Export license: NA**

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

18. **Buyer furnish equipment - NA**

19. **Transportation**:- The necessary store/tools/equipment required for undertaking the installation of EPABX system shall be brought out by the seller at the site i.e. ICGS Ratnagiri and seller will bear the cost and freight necessary to bring the goods to the site.

20. **Air Lift : NA**

21. **Packing and Marketing : 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)with in _____ 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 contract. The item should be of the latest 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 ICGS Ratnagiri at Ratnagiri. The mode of inspection will be departmental inspection against firm guarantee/warrantee certificate/ and ` **Form fit and function certificate**´.

25. **Pre-Dispatch Inspection** - NA

26. **Joint Receipt Inspection** - NA

27. **Franking Clause** - NA

28. **Warranty: –**

(a) The following Warranty will form part of the contract placed on the successful Bidder:–

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the 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 01yers 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 24/15 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) Guarantee that they will supply spares parts , if and when required on agreed basis for and agreed price. The agreed basis could be and including but without any limitation. An agreed discount on the published catlog or an agreed percentage of profit on the landed cost.

(iii) Warrantee to the effect that before going out of production for the spare spares parts, they will give adequate advantage notice to the Buyer of the equipment so that the later may undertake the balance of the life time requirement.

- (iv) Warrantee to the affect that they will make available the blue prints of drawing of the spares if and when required in connection with the main equipment

29. Product support: 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) 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 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, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central / State / Local governments such as excise duty, VAT, Service Tax, Octroi/entry tax, etc on final product, as quoted by bidders.
 - (ii) All Taxes and duties(including those for which exemption certificate are issued) quoted by the Bidder will be considered. The ultimate cost of the Buyer would be the deciding factor for ranking of Bids.
- (d) 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.
- (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) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of _____%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(g) 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.

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

2. **Price Bid Format (to be used for L-1 determination).** The Price Bid Format in general is given below and bidders are required to fill up correctly with full details as required under Part-II of RFP(The format indicated below is only s an illustration. The format should be filled up with items/requirements s mentioned in Part-II of RFP:

SI	Description	Qty (in Nos.)
a.	EPABX : Latest EPABX System with under mentioned features (i) 100% digital non blocking system (ii) Caller line identification on both analog trunks & extension (iii) 16 party conference (iv) Built in battery charger (v) Auto attendance (vi) IP ready (vii) ASDMR <u>System configuration</u> (i) 1 PRI (ii) 08 CO(8 ports for incoming lines) (iii) 8 digital extension port (iv) 128 analog extension port Compatible: ISDN & Networking	01 set
b.	12 Key Digital phone (Operator Console)	01 Nos
c.	Beetal/Panasonic or equivalent telephone instrument	118 Nos
d.	Beetal/Panasonic or equivalent ID caller phone	10 Nos
e.	Supply and laying 50 pair jelly field cable	750 Mtr
f.	Supply and laying 5 pair jelly field cable	900 Mtr
g.	Supply and laying 02 pair telephone cable in casing and capping	2600 Mtr
h.	400 pair DP box with krone modules	01 No
j.	50 pair DB box with krone modules	04 Nos
j.	10 pair DP box with krone modules	12 Nos
l.	RJ-11 telephone socket with gang box	100 Nos
m.	Installation and commissioning	Jobs

Note: Determination of L-1 will be done based on **entire work package** and **total of basic prices**(not) including levies, taxes and duties levies by Central/State/Local Governments such as excise duty, VAT, Service 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) Is Excise Duty extra?
- (b) If yes, mention the following:
 - (i) Total value of items on which Excise Duty is liviable.
 - (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 EDE cab be given.
- (e) Is VAT EXTRA?
- (b) 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 Service Tax on which Service Tax is leviable.
 - (ii) Rate of Service Tax leviable.
 - (iii) Total value of Service Taxleviable.
- (j) Is Custom Duty Exemption (CDE) required ?
- (k) Octroi / Entry taxes.
- (l) Any other taxes.
- (m) Requirement for techno commercial bid:
- (p) GST:

Thanking you.

Yours faithfully,



(Sunil Chauhan)
Commandant (JG)
Logistics Officer
for Commanding Officer