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Reply should be addressed to
The Commander

Headquarters
Coast Guard Region (A&N)
Post Box No. 716, Post-Haddo
Port Blair – 744 102

Quoting : RHQ/LP/NST/ARC/17/18-19

16 Jan 19

**INVITATION OF ONLINE BIDS FOR CONCLUSION OF ANNUAL RATE CONTRACT
FOR THE PERIOD OF ONE YEAR TOWARDS SUPPLY OF BRUSHES, STATIONERY/
OFFICE NEEDS AND HARDWARE ITEMS FOR COAST GUARD SHIPS/UNITS
AT ANDAMAN AND NICOBAR ISLANDS**

RFP NO. RHQ/LP/NST/ARC/17/18-19/TE/20 DATED 16 JAN 19

Sir,

1. "**Online bids**" (**Under single bid system**) on OTE basis from registered/approved vendors/firms are invited by the **Commander Coast Guard Region (A&N), Port Blair** for supply of items listed in **Part II** of this RFP. **Manual bids shall not be accepted. Tenders from black listed/ banned firms shall not be accepted.** Tender document can be viewed and downloaded from **Indian Coast Guard web site www.indiancoastguard.gov.in** (for reference only) and downloaded from **CPPP site <https://eprocure.gov.in/eprocure/app>** as per the schedule given in **CRITICAL DATE SHEET** mentioned below:-

CRITICAL DATE SHEET

SL.	DESCRIPTION	DATE & TIME
(a)	Published Date	16 Jan 19 (1800 HRS)
(b)	Bid Document Download / Sale Start Date	16 Jan 19 (1800 HRS)
(c)	Clarification Start Date	16 Jan 19 (1800 HRS)
(d)	Clarification end date	06 Feb 19 (0900 HRS)
(e)	Pre-bid meeting	----
(f)	Bid submission start date	16 Jan 19 (1800 HRS)
(g)	Bid Document Download / Sale End Date	06 Feb 19 (0900 HRS)
(h)	Bid Submission End Date	06 Feb 19 (0900 HRS)
(j)	Technical Bid Opening Date	----
(k)	Opening of Commercial Bids	07 Feb 19 (0900 HRS)

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

The Commander
(for Officer-in-Charge LP Cell)
Headquarters Coast Guard Region (A&N)
Post Box No. 716, Haddo Post
Port Blair - 744102
Tele: 03192- 237938, **Fax:** 03192- 231513
Email : rhqanlpcell@gmail.com , pna-an@indiancoastguard.nic.in

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

(a) **Part I-** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of opening of bid, submission for EMD, lab test report and sample, Validity period of tenders, etc.

- (b) Part II - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- (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 Online Price bids.

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

5. 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/conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard.

6. 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. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Yours faithfully,



(Apoorva Yadav)
Assistant Commandant
Officer-In-Charge (LP Cell)
for Commander
Coast Guard Region (A&N)

Encl :- (a) Appendix 'A'- Price Bid Undertaking (01 page).

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 Bids:** 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 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 Bids:** as per critical date sheet. (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. **Address for submission of sample and EMD:** The Commander (for Officer-in-Charge LP Cell), Headquarters Coast Guard Region (A&N), PB No. 716, Haddo-Post, Port Blair – 744102, A&N Islands.
5. **Place of opening of the Bids :** Headquarters Coast Guard Region (A&N), Port Blair.
6. **Two-Bid system :** NA
 - (a) ~~The case is being processed on two bid system and, the technical bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical Bid based on requisite documents received online by the tenderers will be carried out by a board of officers. The details of firms found compliant after TEC evaluation will be uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).~~
 - (b) ~~The Commercial Bids of only those Bidders whose technical bids meet all the stipulated (Technical) requirements will be opened. The date of opening commercial bid will be intimated to the Bidders through CPP Portal (<https://eprocure.gov.in/eprocure/app>).~~
7. **Forwarding of Bids :** Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo / letter pad. The copies of PAN No, GST, bank details and other enclosures as per part II of RFP and are to be signed/self attested and scanned with 100 dpi in black and white option in PDF format.
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 clarifications as per critical date sheet at address at mentioned above.
9. **Modification and Withdrawal of Bids:** 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.
 - (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.
10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for

clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

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

12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches by fax/e-mail before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid for **180 days** from the date of opening of tenders from the last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of ₹ **2,32,400.00 (₹ Two lakh thirty two thousand four hundred only)** in favour of " **The Controller of Defence Accounts(IDS), New Delhi** ". The EMD may be submitted "manually" on or before opening of commercial bid in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by those Bidders who are registered for items/range of products, goods or services with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.** The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. Hard Copy of original instruments in respect cost of earnest money be delivered to the Commander Coast Guard Region(A&N), Haddo Post, Port Blair – 744 102 on or before bid opening date/time as mentioned in critical date sheet

Part II – Essential Details of Items/Services required

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

SL.	DESCRIPTION	PART NO.	SPECIFICATION REFERENCE	DENO.	APPROX ANNUAL QTY
(A)	MUG PLASTIC (CAP-1 LTR)			NOS	3220
(B)	NAPHTHALENE BALLS (1 KG PACK)	N6840-0000018	IS 539-1974	KGS	2856
(C)	DISTILLED WATER (5 LTR PACK)		IS 1069:1993 (Reaffirmed 2008)	LTR	3600
(D)	NCML SOLUTION – THIOUREC (QTY FOR 06 MONTH)			KGS	4.400
(E)	NCML SOLUTION – OXALIC ACID (QTY FOR 06 MONTH) (01 KG PACK)		IS 501-1976 (Reaffirmed 2005)	KGS	109.600
(F)	NCML SOLUTION – PHOSPHORIC ACID (QTY FOR 06 MONTH)		IS 10508:2007	LTRS	1020
(G)	NCML SOLUTION – TEEPOL (QTY FOR 06 MONTH) (500 ML PACK)			LTRS	50.800
(H)	SOAP TOILET (75 GRAM)	8320R003593	IS 2888	NOS	9300
(J)	RAT STICKING GEL (APPROVED BY PCI) (APPROX SIZE 33.5 X 10.5 CM)			NOS	5560
(K)	REFILL FOR AUTOMATIC AIR FRESHNER (250 ML)			NOS	688
(L)	MOSQUITO REPELLENT MACHINE WITH LIQUID (SHOULD BE BRANDED)			NOS	1980

(M)	PAINT BRUSH 2"	N8020-000036	IS 384: 2002	NOS	2568
(N)	PAINT BRUSH 4"	N8020-000038	IS 384: 2002	NOS	1756
(P)	PAINT ROLLER 6"	N4614616971		NOS	1124
(Q)	PAINT ROLLER 9"	N0461-4616975		NOS	1204
(R)	CLIP JUBILEE 3"	47300000171	IS 4762	NOS	1076
(S)	DISTEMPER WHITE (05 KG PACK)	7930-0000005	IS 428 : 2000 (Reaffirmed – 2012)	KGS	3340
(T)	PAINT ROLLER 12"	N0861-4616978		NOS	176
(U)	PAINT ROLLER 7"	N4614616972		NOS	1344
(V)	PAINT ROLLER 4"	N0461-4616970		NOS	1664
(W)	BROWN SHEET (LAMINATED) (APPROX 75 CM X 52 CM) (SUPERIOR QUALITY)	N0451-R018409		NOS	19760
(X)	ENVELOPE SIZE 4" X 10"			NOS	50400
(Y)	ENVELOPE SIZE 10" X 14"			NOS	24400
(Z)	ENVELOPE (CLOTH COATED) 9" X 12"			NOS	41200
(AA)	ENVELOPE (CLOTH COATED) 10" X 14"			NOS.	31200
(AB)	ENVELOPE (CLOTH COATED) 12" X 16"			NOS	23000
(AC)	DVD R (SHOULD BE BRANDED)			NOS	4880
(AD)	TAPE TRANSPARENT 2" (65 MTR ± 0.5 MTR LENGTH)	8040000048	JSS 8040	NOS.	1972
(AE)	ANTIRUST SPRAY (500 ML PACK)			NOS	2436
(AF)	TEFLON TAPE	2810033886	IS 14643	NOS	1824
(AG)	PHOTOCOPIER PAPER (A3) (75 GSM)			REAM	260
(AH)	TELEPHONE CABLE 4 CORE (COPPER)			MTRS	2000
(AJ)	ABRASIVE PAPER 230MM X 280MM	N5350-0000056	IS 3178 : 1996 (Reaffirmed 2001)	SHT	2296
(AK)	EAR MUFFS	CNCMT-SEP0018	IS 6229	NOS	840
(AL)	SAFETY GLOVES CLOTH		IS 5450	PRS	1700
(AM)	M SEAL (01 KG PACK)			KGS	1120
(AN)	WET SURFACE PUTTY (500 GMS PACK)			KGS	44
(AP)	QUICK DRY STEEL PUTTY (500 GMS PACK)			KGS	44
(AQ)	AQUA BOND (01 KG PACK)			KGS	44
(AR)	GREASE LG 280 (5 KG PACK)	9150-0000010		KGS	2568
(AS)	DOOR MAT/MAT FLOOR (SYNTHETIC),SIZE- (910 X 550 MM)		JSS 7220-02: 2009	NOS	1620
(AT)	BAG GUNNY (122 CM X 67.5 CM)	3300030178	IS 2566:1993	NOS	4256
(AU)	CAN PLASTIC /JERRY CAN (10 LTRS CAP) (WALL THICKNESS NOT LESS THAN 0.3MM)		IS 7394	NOS	916
(AV)	POLYTHENE /FILM LENGTH 112", WIDTH 18" THICK 0.007"	N0461-0024638	IS 2508-1984	MTR	3680
(AW)	VARNISH/TOUCH WOOD (01 LTR PACK)			LTR	2400

Note : (i) The quantity has been worked out as per authorised allowance list. However, order will be placed on contracted firm on quarterly basis by DDOs and the above-mentioned quantity may be varied on lower side as per their requirement.

(ii) Before quoting the price for above items, bidders must confirm the sample from nearest Coast Guard Store Depot (viz CGSD(MB), Mumbai /CGSD(CH), Chennai/CGSD(K), Kochi/CGSD(P), Paradeep/RSD(PBR), Port Blair) and quote accordingly.

(iii) Once the L1 bidder is decided, the L1 firm has to submit the sample for approval within 10 days of intimation by this Headquarters and conclusion of RC will depend upon the approval of sample.

2. **Technical Details** : As mentioned above
3. **Online submission of Two-Bid System** : NA
4. **Delivery Period** :- Delivery period for supply of items would be **30 Days** from the effective date of supply order. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause. In addition during the inspection, the consignee (on recommendation by the board of officers) may conduct the lab test prior acceptance of the consignment. The time taken for lab testing of the sample prior acceptance by the consignee shall be included in the Delivery Period and no waiver shall granted for the same.
5. **INCOTERMS for Delivery and Transportation** - ("E" / "F" / "C" / "D" Terms). The definition of Delivery Period for this Supply Order will be local delivery at site of consignees.
6. **Consignees details:-**
 - (a) **Port Blair**
 - (i) The Commanding Officer, Coast Guard Air Enclave, Port Blair
 - (ii) The Commander Coast Guard DHQ No.14, Port Blair
 - (iii) The Officer-in-Charge, Coast Guard Pollution Response Team, Port Blair
 - (iv) The Superintendent, Coast Guard Refit and Production Service, Port Blair
 - (v) The Commanding Officer, ICGS Vishwast, Port Blair
 - (vi) The Officer-in-Charge, Coast Guard Regional Store Depot, Port Blair
 - (vii) The Commanding Officer, ICGS Vijit, Port Blair
 - (i) The Commanding Officer, ICGS Rajshree, Port Blair
 - (ix) The Commanding Officer, ICGS Rajtarang, Port Blair
 - (x) The Commanding Officer, ICGS Rajveer, Port Blair
 - (xi) The Commanding Officer, ICGS Rajdhwaj, Port Blair
 - (xii) The Commanding Officer, ICGS Aruna Asaf Ali, Port Blair
 - (xiii) The Commanding Officer, ICGS Durgabai Deshmukh, Port Blair
 - (b) **The consignee for units other than Port Blair will be (below mentioned) : The Officer-in-Charge, Coast Guard Regional Store (PBR), Port Blair.**
 - (i) The Commander Coast Guard DHQ No.10, Campbell Bay
 - (ii) The Commanding Officer, ICGS Kamorta, Kamorta
 - (iii) The Commander Coast Guard DHQ No.9, Diglipur
 - (iv) The Commanding Officer, ICGS Hut Bay
 - (v) The Commanding Officer, ICGS Mayabander
 - (vi) The Commanding Officer, ICGS Rajkamal, Diglipur
7. **Direct Demanding Officer (DDO's)** The direct demanding Officers will place the supply orders on quarterly basis as per their requirement. The DDO's are as follows :-
 - (a) The Commanding Officer, Coast Guard Air Enclave, Port Blair

- (b) The Commander Coast Guard DHQ No.14, Port Blair
- (c) The Officer-in-Charge, Coast Guard Pollution Response Team, Port Blair
- (d) The Commander Coast Guard DHQ No.10, Campbell Bay
- (e) The Superintendent, Coast Guard Refit and Production Team, Port Blair
- (f) The Commanding Officer, ICGS Vishwast, Port Blair
- (g) The Officer-in-Charge, Coast Guard Regional Store Depot, Port Blair
- (h) The Commanding Officer, ICGS Vijit, Port Blair
- (j) The Commander Coast Guard DHQ No.9, Diglipur
- (k) The Commanding Officer, ICGS Hut Bay
- (l) The Commanding Officer, ICGS Kamorta, Kamorta
- (m) The Commanding Officer, ICGS Mayabander
- (n) The Commanding Officer, ICGS Rajshree, Port Blair
- (p) The Commanding Officer, ICGS Rajtarang, Port Blair
- (q) The Commanding Officer, ICGS Rajveer, Port Blair
- (r) The Commanding Officer, ICGS Rajdhvaj, Port Blair
- (s) The Commanding Officer, ICGS Aruna Asaf Ali, Port Blair
- (t) The Commanding Officer, ICGS Durgabai Deshmukh, Port Blair
- (u) The Commanding Officer, ICGS Rajkamal, Diglipur

Part III – Standard Conditions of RFP

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** Normally 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 Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9.
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid

undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 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 favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above 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 in favour of "Director General Indian Coast Guard", 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 Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties :-**

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

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

(i) General :-

(a) Bidders must indicate separately the relevant taxes/duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into accounting the ranking of bids.

(b) 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 them upto the limit of exemption which they may have. If any concession is available in regard 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.

(c) Any changes in levies, taxes and duties levied by Central/State/Local governments on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyers, 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 and tax, shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession, etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

(d) Levies, taxes and duties levied by Central/State/Local governments on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of the product.

(ii) Customs Duty:

~~(a) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....~~

~~(b) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.~~

~~(c) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.~~

(iii) GST:-

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

(b) On the Bids quoting GST extra, the rate and the nature of GST

applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract on production of documentary evidence by the seller.

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 Buyer. 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 in favor **The Controller of Defence Accounts(IDS), New Delhi** by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. 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 Sellers** :- It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). 100% payment on delivery and acceptance by the consignee on receipt of consignment demanded by DDO's. Payment will be made by respective DDO's against allocation of budget of respective DDO's.

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

7. **Advance Payments** :- **No advance payment will be made.**

8. **Paying Authority** :

(a) **Indigenous Sellers** : {**The Area Account Officer (ANC), Port Blair**}. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) CRVs in duplicate.
- (iv) Inspection note.

- (v) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vi) Exemption certificate for Excise duty / Customs duty, if applicable.
- (vii) Bank guarantee for advance, if any.
- (ii) Guarantee / Warranty certificate.
- (ix) Performance Bank guarantee / Indemnity bond where applicable.
- (iii) 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.
- (xi) 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).
- (xii) Any other document/certificate that may be provided for in the Supply Order/ Contract.
- (xiii) User Acceptance.
- (xiv) Photo copy of PBG.

(b) **Foreign Sellers** :- NA

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate Supply Order 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 purchaser 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 Supply Order, the seller shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the Supply Order 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.

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:-

(d) Such default.

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

(f) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 100% of the contract.

12. **Force Majeure clause:-**

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

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

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written 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 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 by TEC. All the modifications have to make 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 material. Changes in technical specification if any, will be provided to the Buyer free of cost within 15 days of affecting such modifications/alterations
15. **OEM Certificate:** NA
16. **Export License:** NA
17. **Earliest Acceptable Year of Manufacture:** The item should be of latest manufacture, conforming to the current production standard having 100% defined life at the time of delivery. The earliest acceptable year of manufacture will be 2018.
18. **Buyer Furnished Equipment:** NA
19. **Transportation:-** Local delivery at site i.e Respective Consignee located at Port Blair and for DDO's/Consignee other than Port Blair consignment to be delivered to RSD(PBR). Door delivery basis.
20. **Air lift:** The following Airlift clause will form part of the contract placed on successful Bidder - Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of an intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.
21. **Packing and Marking:** In addition to the relevant conditions contained in the specifications to this effect, the following Packing and Marking clause will form part of the contract placed on successful Bidder: –
- (a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling.
- (b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
22. **Quality:-** The quality of the stores delivered according to the present Supply Order shall correspond to the technical conditions and standards valid for the deliveries of the same stores as per the Schedule Of Requirement and associated conditions as per Part II of 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 Supply Order shall be new i.e. not manufactured before 06 month, and shall incorporate all the latest improvements and modifications to improve the quality. The Seller shall supply an interchangeability certificate wherein it should be mentioned that item would provide as much life as original item.
23. **Quality Assurance:-** Seller would provide the Standard Acceptance Test Procedure (ATP) within 01 month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined

life at the time of delivery.

24. **Inspection Authority**:- The inspection will be carried out by the board nominated by RHQ (A&N).The mode of Inspection will be departmental Inspection /User Inspection/Joint Inspection/Self Inspection . In addition the stores will be inspected by a board of officers deputed by Officer-in-Charge of respective Coast Guard Store Depot (Consignee) against firms guarantee/warranty certificate.

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

26. **Joint Receipt Inspection**: NA

27. **Franking clause** : –

(a) **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 Supply Order alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order".

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

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

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

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

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

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

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

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn

on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

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

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

30. **Product Support** :- NA

31. **Annual Maintenance Contract (AMC) Clause** : NA

32. **Engineering Support Package (ESP) clause** : NA

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

Part V – Evaluation Criteria & Price Bid issues

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

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

~~(b) 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 on **item wise** based upon the lowest price quoted by the particular Bidder as per the Price Format given in BOQ. The consideration of taxes and duties in evaluation process will be as follows :

(i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as GST etc on final product, as quoted by bidders.

(d) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 10 %. 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.

(e) 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.

(f) Any other criteria as applicable to suit for particular case.

2. **Price Bid Format** :- The Commercial Bid Format as **BoQ.xls** is given along with to this RFP. Bidders are required to fill this up correctly with full details, as required.

(a) The Commercial bid format is provided as **BoQ.xls** along with this tender document at <https://eprocure.gov.in>. Bidders are advised **to download this BoQ.xls** as it is and quote their offer in the permitted column. **Bidders are also to fill the duties & Taxes columns as applicable**

(b) Accessories : NA

(c) Installation/Commissioning : NA

(d) Training : NA

(e) Technical literature : NA

(f) Tools : NA

(g) AMC : NA

(h) Any other requirement : NA

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

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

(a) Signed and scanned copy of Price bid undertaking (as **Appendix 'A'** to RFP).

(b) Schedule of price bid in the form of BOQ_XXXX.xls (attached in online-tender).

Appendix 'A'
(Refer Para 3(a) of Part V of RFP)

PRICE BID UNDERTAKING (To be given on firm's letter head)

To,

Dear Sir/Madam,

I submit the Price Bid for _____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to supply items at the rates as indicated in the price Bid, with taxes as mentioned therein.

4. The rates have been quoted in Indian Rupee only.

5. The rates are inclusive of Accessories. Installation / Commissioning, Technical literature , Tools, Any other requirement (As per specifications).

6. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

7. The payment shall be made to the Firm at Bank Account as per ECS mandate (maintained in India only) by way of ECS/RTGS after deducting the TDS as applicable.

8. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Yours Faithfully,

Signature of authorized
Representative