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तटरक्षकवायुपरिक्षेत्र भुवनेश्वर
Coast Guard Air Enclave (BSR)
बिजुपटनायकऐयरपोर्ट
Biju Patnaik Airport
भुवनेश्वर/Bhubaneswar-751020

Quoting :CGAE (BSR)/MW/AMC/101/18-19

01 Feb 19

M/s _____

**INVITATION OF BIDS FOR ALL INCLUSIVE ANNUAL MAINTENANCE CONTRACT
(AIAMC) OF MAJOR AND MINOR GROUND SUPPORT EQUIPMENT
(ENGINEERING AND ELECTRICAL) FOR DORNIER AIRCRAFT
FOR THE PERIOD OF ONE YEAR**

REQUEST FOR PROPOSAL (RFP) NO.: CGAE (BSR)/RFP/MW/36/18-19 DATED 01 FEB 19

Sir,

1. "**Online bids**" (**Under two bid system**) from vendors dealing with invitation of bids for All Inclusive Annual Maintenance Contract (AIAMC) of Major and Minor Ground Support Equipment (Engineering and Electrical) for Dornier Aircraft invited by the **Commanding Officer, Coast Guard Air Enclave, Bhubaneswar** for the period of one year (refer part II of RFP) at Bhubaneswar. **Manual bids shall not be accepted. Tender document** can be viewed and downloaded from **CPP Portal site** <https://eprocure.gov.in/eprocure/appas> per the schedule given in **CRITICAL DATE SHEET** mentioned below:-

CRITICAL DATE SHEET

SL.NO.	DESCRIPTION	DATE & TIME
(a)	Published Date	01 Feb 2019 (1800 Hrs)
(b)	Bid Document Download Start Date	01 Feb 2019 (1815 Hrs)
(c)	Clarification Start Date	04 Feb 2019 (1000 Hrs)
(d)	Clarification end date	15 Feb 2019 (1700 Hrs)
(e)	Pre-bid meeting	---
(f)	Online bid submission start date	01 Feb 2019 (1830 Hrs)
(g)	Bid Document Download End Date	22 Feb 2019 (1700 Hrs)
(h)	Online Bid Submission End Date	23 Feb 2019 (1700 Hrs)
(j)	Online Opening of Technical Bid	25 Feb 2019 (0930 Hrs)
(k)	On line opening of Commercial Bid	25 Feb 2019 (1130 Hrs)

2. The address and contract No. for sending documents or seeking clarifications regarding this RFP is as follows:-

The Commanding Officer
(for Station Air Technical Officer)
Coast Guard Air Enclave (BSR)
Biju Patnaik Airport
Bhubaneswar – 751020
Tele: 0674 - 2594313/15, Fax: 0674 - 2594314



3. The 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 Technical/Price bids.

4. This RFP is being issued with no financial commitments and the customer reserves the right to change or vary any part thereof at any stage. The customer also reserves the right to withdrawn the RFP should it become necessary at any stage.

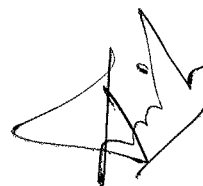
5. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/conditions if any, should be clearly brought out for consideration, however acceptance of same will 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. Bidder/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

8. Bids shall be submitted online only at CPP Portal website: <https://eprocure.gov.in/eprocure/app>.

Thanking You.



(Jyotirmay Kuila)
Deputy Commandant
Station Air Technical Officer
for Commanding Officer

Encl: (a) Appendix -'A' - List of GSE
(b) Appendix -'B' - Certificate on black list/Criminal case
(c) Appendix -'C' - Technical bid specification
(b) Appendix -'D' - Commercial bid format
(c) Appendix -'E' - Instructions for online bid submission

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids. As Per critical data sheet.**

The Online bids should be uploaded by due date and time. The responsibility to ensure lies with the bidder.

2. **Manner of depositing the Bids. *Online Bids in firm's letterhead should be scanned and uploaded*** before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids of Bid documents. Bids sent by FAX or e-mail will not be considered.

3. **Time and date for opening of Bids. As per critical data 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. **Location of the Tender Box.** NA

5. **Place of opening of the Bids.** As mentioned in para 2.

6. **Two-Bid System.** In case of the Two-bid system, both the Bids would be opened on the time and date mentioned above. Commercial Bids of only those firms will be opened, whose Technical Bids are found fully compliant after Technical evaluation by the Buyer.

7. **Forwarding of Bids.** Bids should be uploaded by Bidders online (<https://eprocure.gov.in/eprocure/app>).

8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 09 (Nine) days prior to the date of opening of the Bids. The clarification by the purchaser will be uploaded online.

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.

(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 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 up 120 days from the last date of submission of on line bids.**

14. **Earnest Money Deposit.** Bidders are required to **upload scan copy** of Earnest Money Deposit (EMD) for an amount of ₹ **20,000.00 (Rupees Twenty thousand only)** in favour of the Commanding Officer, CGAE Bhubaneswar and forwarded hard copy to this office so that it is receive prior opening bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), Dept of MoD or MoD itself. The EMD will be forfeited if the bidder with draws 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.**

Sl.	Description of Item	Specification / Make / Model	Qty
01	All Inclusive Annual maintenance contract (AIAMC) of Major and Minor Ground Support Equipment for Dornier as per App 'A'	As per Appendix-'A'	

2. **Technical details:-**

- (a) The firm should be in existence for minimum 2 years having similar experience with Aviation firms in engineering/ electrical field, specifically in maintaining AIAMC.
- (b) A service business turnover of minimum 05 Lac per annum during the last 03 years (From financial year 2015 to 2018). Documentary proof of eligibility criteria viz. photocopies of registration certificates of proof of annual turnover, copies of orders any other documentary evidence.
- (c) The tendering firm must be registered with the Service Tax Department.
- (d) The bidder should have a complete setup (i.e. office, repair workshops etc). Technical Bid evaluation committee may visit firm's premises.
- (e) Bidder with tie-up/service authentication from any major computer manufacturers can directly participate in the AIAMC bidding process and produce a certificate from them.
- (f) All the firms participating in the Tender must submit a list of their owners/partners etc. along with their contact telephone numbers. Authorised service providers to produce valid certificate/ documents as proof. Owners have to submit copy of PAN card, Proof of address.
- (g) A Certificate (as per **Appendix 'B'**) of Undertaking to the effect that the firm is neither blacklisted by any Government Department nor any criminal case is registered against the firm is to be enclosed.
- (h) Availability of trained/skilled manpower is to be indicated. Proposed Service Engineer/Foreman must have work experience of 03 years and should hold experience certificate from organization where they have worked earlier. (Documentary proof to be attached).
- (j) Duly completed compliance grid (as per **Appendix 'C'**).
- (k) To enclose undertaking by firm for paying minimum wages to Engineers likely to be deployed after contract signing.



4. Obligation of contractor

The Contractor shall:

4.1 **Give All Inclusive Annual maintenance contract (AIAMC) of major and minor engineering ground Support Equipment (as per list enclosed) for Dornier aircraft held at CGAE(BSR), Bhubaneswar. The period of contract will valid for one year from date of signing of the Contract.**

4.2 **Scope of the Work.**

(a) **Schedule maintenance.**

- (i) Daily maintenance such as checking of tyre pressure, coolant & POL level.
- (ii) Monthly inspection as specified in the user manual of equipment.
- (iii) Other periodic inspection as per the maintenance manual of the equipment.

(b) **Preventive maintenance.** The preventive maintenance will include the following.

- (i) Replacement of components liable to become unserviceable shortly.
- (ii) Lubrication of rotary components.
- (iii) Vibration check/adjustment.
- (iv) Corrosion removal, cleaning and prevention.
- (v) Blowing out and surface cleaning of all units once a month to remove dust.
- (vi) Painting of all equipment once in a year.
- (vii) Replacement of cable sleeve when wear and tear occurs.
- (viii) Calibration of gauges and instruments whenever become due for calibration to be carried out through NABL accredited Firms/Govt. Agencies and Repair of instruments and gauges becomes unserviceable during calibration. Vender to provide master calibration certificate as well as certificate of NABL accreditation of Laboratory through which calibrated.
- (ix) Adjustment of parameters when observed beyond limit or below the required value.

(c) **Breakdown maintenance.**

- (i) A separate breakdown record book will be maintained in the GSE section under custody of officer – in – charge / Master Chief – in – charge. All defects occurred in the equipment will be recorded in this register to track the repairs / corrective action.
- (ii) Firm representative will visit the GSE section of CGAE (BSR) on every day to take note of the defects of all equipment from the above said register. The defect rectification will be under taken as per the priority assigned by the Officer-in - Charge or his delegated representative.



(iii) Firm shall raise a separate job card for each defect and hand over the same to the master chief – in – charge of the section. Defect rectification progress will be handed over at the end of each day to the In - charge. The following maintenance work will be undertaken in break down maintenance.

(aa) Defect investigation and defect rectification of any nature

(ab) The equipment is to be proved for satisfactory operation in all respect after the rectification of defects to the in - charge.

(d) Man power support.

(i) Firm is required to position one foreman and one mechanic at the work site during all working days at CGAE (BSR) and on requirement basis.

(ii) For major works firm will position additional man power on as and when required basis.

(iii) Airport entry passes for firms personnel to be arranged by the firm.

(e) Yearly Inspection.

(i) Calibration of instruments, pressure gauge and pressure relief valve of all equipment to be carried out as per the schedule held with the Coast Guard.

(ii) Painting of all equipment under AMC to be carried out.

(f) Technical details with technical parameters.

(i) Requirement of Technical documentation. A Service report indicating details of works carried out, details of spares consumed along with work completion certificate is required to be rendered on completion of the work.

(ii) Nature of assistance required after completion of warranty. Guarantee for a period of six months for workmanship. On completion of warranty, the firm should provide technical guidance if any difficulty experienced during operation of the equipment related to work carried out.

(aa) Warranty, guaranty/AIAMC not less than 01 year from the date ofUndertakingcontract.

(ab) Repair/ maintenance during the stipulated period including cost of all the spares (consumable/ permanent).

(ac) Any delay in repair/maintenance will be the contractor's liability.

(g) General. The general guidelines are as follows.

(i) Appropriate airport entry passes and necessary police verification by firm prior commencement of AIAMC.

(ii) Break down calls should be attended within 24 hour by the firm.

(iii) Only the serviceable equipment's will be covered under AIAMC.

(iv) Replacement / Recharging/Repairing of any single spare/Calibration /Top Overhauling for a single occasion costing upto 08% of total contract cost will be part of AIAMC.



- (v) Damage due to major accident and fire when ascertained as not fault of firm or its reps will not be covered under AIAMC.
- (vi) Tyres and tubes will not be covered under AIAMC.
- (vii) Except Diesel all POL, paint and grease related to the various types of machinery will be supplied by the firm.
- (viii) Calibration of gauges/instruments to be carried out through NABL accredited firms/ Govt agencies as per para 4(b)(viii).
- (xi) The firm is required to plan maintenance/repair work on Sunday/Holidays to avoid hindrances to our work during working hours for which your engineer will be permitted to enter the base premises on these days.
- (xii) Replacement of major spares when provided by the service.

4.3 Payment will be made on a quarterly basis (after submission of the bill) and will be cleared through CDA (Navy), Kolkata.

4.4 In case customer is not satisfied by service provided by firm, AIAMC will be terminated after giving warning letter/notice of one month. It is to be clearly understood that during the grace period of one month, firm will continue to provide services for repairs; however replacement charges for components would be borne by Coast Guard.

4.5 If the fault is not rectified within a reasonable period and time taken goes beyond 72 hours of principal period without any standby unit for each such occasion the vendor shall maintain that particular machine free of charge for the same period for which the machine was non-operational after the expiry of AIAMC date.

4.6 In case firm desires to surrender before expiry of AIAMC, the firm has to intimate this office two months in advance and during that period the firm has to provide service with free of cost.

4.7 If the time taken for rectification of a fault goes beyond 72 hours of principal period without providing a standby unit, this office will reserve the right to employ another firm to get the fault rectified to avoid any further delay. The expense so incurred for the rectification will be deducted from AIAMC payment for the subsequent period.

4.8 Before termination of AIAMC, all ground support equipment's shall be returned to Coast Guard in working / serviceable condition.

4.9 Bear the cost of all spares consumed and labour charges towards maintenance/ defect rectification. This includes the cost of all special tools and test equipment which may be utilized.

4.10 Conduct short capsule of preventive maintenance as and when required.

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5. **OBLIGATION OF THE CUSTOMER**

The Customer shall:-

Pay the AIAMC charges as per the payment schedule.

Provide all necessary assistance such as security clearance to the Contractor during the visits.

6. **FINANCIAL**

The financial terms will be as follows:

6.1 Payment will be made in four equal 04 instalments on quarterly basis after satisfactory completion of the AIAMC for respective period.

6.2 In the event of Contractor not able to meet the clause 4.5 the contractor shall be liveable for penalty of 0.1% of the AIAMC charges each day of the delay to maximum 30 days. The customer shall intimate such deductions by a written communication to the contractor and shall deduct from the amount due. If any equipment is not made operational within 30 days, the contract shall be terminated and the proportionate amount to be recovered from the balance amount.

7. **GENERAL TERMS**

7.1 The contract comes into force when signed by or on behalf of the Customer and the Contractor.


7.2 This Contract, hereto affixed constitutes the Binding Agreement entered into by and between the customer and the Contractor for the maintenance of the systems, and on the terms and conditions specified in this contract.

7.3 This contract will remain in force for a period of one year from the date of signing and may be extended on mutually as per the extension clause contract mentioned in part IV of RFP.

7.4 If the Contractor is in breach of any or all terms hereof, the Customer may, during the validity of this agreement, notwithstanding anything to the contrary contained herein, without being liable in any manner, terminate this contract for the same. The proportionate amount for the remaining part of the contract period shall be recovered from the balance amount/encashment of PBG.

7.5 The Customer at their option may terminate this contract at any time giving to the other party in writing ninety days (90 days) notice of their intent to do so.

7.6 In the event of Contractor's experts declare an item as Beyond Economical Repair, the final decision shall be that of the Customer. However, the Contractor will continue to be liable to repair such equipment till the completion of the AIAMC. The



remaining proportionate amount will be adjusted to the future payments against the AIAMC from the date of rendering the equipment BER.

7.7 This agreement shall continue to be applicable under the same terms and conditions in the event of system being transferred temporarily/permanently to any other Coast Guard Ships/Establishments in the North Eastern Region, with prior intimation to the Contractor. The removal, installation and transportation, if any and if undertaken by the contractor, will be charged by the contractor on actual.

7.8 In the event of firm not able to repair within the time period as specified at clause due to reasons beyond their control, such as strike at OEM, civil disturbance, Rail/Airways strike, ships sailing the contractor may request customer for additional period by a written communication. The customer shall exempt such additional period from penalty.


7.9 All disputes and differences arising between the Customer and the Contractor in relation of this contract shall be settled under provisions of the Indian Arbitration Act 1940 or any modification or re-enactment thereof for the time being in force and shall be subject to the jurisdiction of the court in Bhubaneswar.

7.10 Should the Customer decide to induct additional System into the service or decide to exclude any system from the service falling under the same category under existing rate of AIAMC then the Customer will have the discretion to direct the contractor to include or exclude that System also within the ambit of the contract starting from the date of induction of the equipment up till expiry of the AIAMC and the contractor is bound to carry out the same.

8. **Delivery Period:** Delivery period of spares will be 03 days. Please note that Contract can be cancelled unilaterally by the Buyer in case spares 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. Buyer at his discretion may approach third party for repairs if DI/DR is not carried out within 72 hours of reporting of defect. Suitable deduction from contractors bill will be levied.

9. **Consignee/Contract signature details-**

The Commanding Officer
Coast Guard Air Enclave (Bhubaneswar)
Biju Patnaik Airport
Bhubaneswar – 751 020, Odisha

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Part III – Standard Conditions of RFP

(a) You are required to give confirmation of your acceptance of the Standard conditions of the RFP mentioned below which will automatically be considered as part of the contract (wherever applicable) concluded between the buyer and seller failure to do so may result in rejection of the bid submitted by the bidder.

(b) Only the relevant portions of the standard conditions have been reproduced below. For the complete conditions you may log on to Ministry of Defence official website.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show 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, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any 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 as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

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

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

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

(a) The delivery of the material and its fitment as per schedule of requirement is delayed for causes not attributable to Force Majeure for more than 02 months after the scheduled data of delivery.



- (b) The Seller/service provider is declared bankrupt or becomes insolvent.
- (c) The delivery of item/spares is delayed due to causes of Force Majeure by more than 02 months, provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has 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 prepaid 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:** Blank

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

(i) **General**

(aa). If Bidder desires to ask for excise duty or GST, the same must be specifically stated. In the absence of any such stipulation, it will be presumed prices include all such charges and no claim for the same will be entertained.

(ab). If reimbursement of any GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.



(ac). If a Bidder chooses to quote a price inclusive of any GST and does not confirm inclusive of such GST so included is firm and final, he should clearly indicate the rate of such GST and quantum of such GST included in the price. Failure to do so may result in ignoring of such offers summarily.

(ad). If a Bidder is exempted from payment of any GST upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any GST, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes liveable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(ae). Any change in any GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such GST paid by the supplier. Similarly, in case of downward revision in any GST, the actual quantum of reduction of such GST shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) Customs Duty –BLANK

(iii) Excise Duty– BLANK

(iv) GST: HSN code is to be mentioned against the item. The applicable GST will be paid against the proof of payment to Govt. Relevant notification against this HSN code will be uploaded after downloading the same from CBEC website

(aa) **Specification**:The seller / seller provider Guarantees to meet the specifications as mentioned below: -

(aaa). The specifications governing the item to be supplied are provided with the tender enquiry as an Appendix 'A' quote received against a tender enquiry shall be deemed to commit the supplier to those specifications, unless explicitly stated otherwise in the quote.

(aab). Where an aspect is not covered in the specification, the Supplier shall be required to conform to the highest quality standards that he had provided in the past to the Purchaser or to any other buyer.

(aac). The specifications contained in the tender enquiry may be modified if requisite specifications are not available, by mutual consent, before the contract is accepted.



(ab) **Price**

(aaa). When quoting against a tender enquiry, all components of the price such as the basic price and different types of taxes and charges shall be listed separately. Where 'rates' are applicable, they shall be explained clearly.

(aab). Prices quoted in the tender shall be fixed. In exceptional circumstances, where a price variation clause becomes unavoidable, the modalities of price variation must be explicitly stated.

(aac). The Purchaser shall not be liable for any payment that has not been included in the tender.

(aad). The supplier should quote to the Purchaser the lowest price at which he is supplying the item of similar quality to other buyers.

15. **Pre-Integrity Pact Clause:** Blank

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Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in the succeeding paragraph 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 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:** Blank

2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms and conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

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

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract. Buyer reserves the right to 15% plus/minus increase or decrease the quantity of the required goods/services upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms Indigenous Sellers:**

(a) Blank

OR

(b) Part payment on delivery and acceptance by the user on monthly basis.

6. **Payment terms for Foreign Sellers:** – Blank

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

8. **Paying Authority.**

(a) Indigenous Sellers: **The Area Account Officer (N), Kolkata.** The payment of bills will be made on submission of the following documents by first week of the following month to the unit:

- (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) Performance Bank guarantee / Indemnity bond where applicable
- (viii) 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
- (ix) 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).
- (x) Any other document / certificate that may be provided for in the Supply Order / Contract.

(b) **Foreign Sellers:** Blank

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 Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.



- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

C Blank

10. **Exchange Rate Variation Clause:** Blank

11. **Risk & Expense clause:** Whenever the contractor fails to meet a demand duly placed on him either by not tendering any quantity or by tendering quantities short of the total demand, urgent action has to be taken to make good the deficiency at the expense of the contractor under the term of the contract. This may be effected by making risk purchases or by issue of authorized substitutes.

12. **Force Majeure clause:-**

(b) 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.

(c) 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.

(d) 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:** Blank



14. **Specification:**The seller / seller provider Guarantees to meet the specifications as mentioned below: -

(i). The specifications governing the item to be supplied are provided with the tender enquiry as an Appendix 'A' quote received against a tender enquiry shall be deemed to commit the supplier to those specifications, unless explicitly stated otherwise in the quote.

(ii). Where an aspect is not covered in the specification, the Supplier shall be required to conform to the highest quality standards that he had provided in the past to the Purchaser or to any other buyer.

(iii). The specifications contained in the tender enquiry may be modified if requisite specifications are not available, by mutual consent, before the contract is accepted.

15. **OEM Certificate:** Blank

16. **Export License:** Blank

17. **Earliest Acceptable Year of Manufacture:** Blank

18. **Buyer Furnished Equipment:** Blank

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

- (a) CIF/CIP – Blank
- (b) FOB/FAS: – Blank OR
- (c) FCA – Blank

20. **Air lift:** Blank

21. **Packing and Marking:** Blank

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.

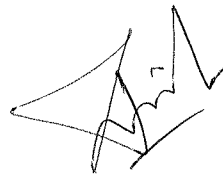
23 **Quality Assurance:-**The items being used for the partitions should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

24. **Inspection Authority:-**The Commanding Officer, CGAE (BSR) or his authorized representative. The mode of Inspection will be Departmental Inspection / User Inspection.

25. **Pre-Dispatch Inspection** – Blank

26. **Joint Receipt Inspection:** Blank

27. **Franking clause:** – Blank



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:** -(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 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/despatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion



thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/ stores/ articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) to (iv) Blank

OR

(b) Blank

30. **Product Support:-** Blank
31. **Annual Maintenance Contract (AMC) Clause-** As mentioned in Part II para 4 to 8
32. **Engineering Support Package (ESP) clause-** Blank
33. **Price Variation (PV) Clause-** Blank

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PART V – EVALUATION CRITERIA & PRICE BID ISSUES

Evaluation criteria: The broad guidelines for evaluations of bids will be as follows.

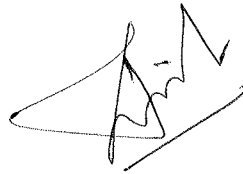
- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the 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 Commercial Bid Format given at Appendix 'D'. The L1 will be computed on the overall cost basis. The consideration of taxes and duties in evaluation process will be as follows: -
 - (i) Since indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (ii) Blank
 - (aa) Blank
 - (ab) Blank
 - (ac) Blank
- (d) The Bidders are required to spell out the rates of Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of service taxes for the purpose of comparison of prices. If reimbursement of Service Tax is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entreated after the opening of tenders.
- (e) Blank
- (f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (g) Blank



(h) The Lowest Acceptance 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.

(i) Blank

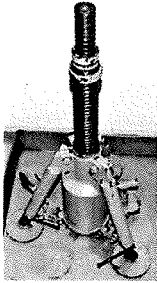
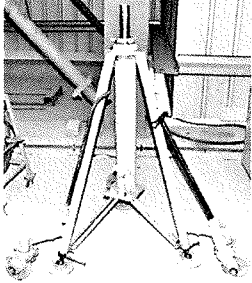
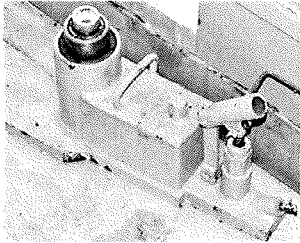
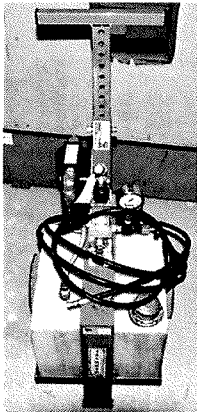
1. **Price bid format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details (Also enclosed as **Appendix 'D'**).

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Appendix 'A'

(Refer to Para 1 of Part II of the RFP)

ALL INCLUSIVE ANNUAL MAINTENANCE CONTRACT (AIAMC)
GROUND SUPPORT EQUIPMENT, CGAE (BSR)

S/N	Description	Qty	Scope of work	Periodicity	Remarks
01.	Main Jack (DOR) P/N: VTEJ 610 	04	<ul style="list-style-type: none"> • Checking of full operation • General lubrication of moving parts 	Weekly	
			<ul style="list-style-type: none"> • Condition assessment of wheels and leg hinges (to be replaced/repared if worn out/defective) 	Monthly	
			<ul style="list-style-type: none"> • Fluid replacement • Painting 	06 monthly	
02.	Tail Jack P/N:VAJ 1.5/650 	01	<ul style="list-style-type: none"> • Checking of full operation • General lubrication of moving parts 	Weekly	
			<ul style="list-style-type: none"> • Condition assessment of wheels and leg hinges (to be replaced/repared if worn out/defective) 	Monthly	
			<ul style="list-style-type: none"> • Fluid replacement • Painting 	06 monthly	
03	Bottle Jack P/N: VTEJ 200/ VTE-3/200 (# 8096) 	02	<ul style="list-style-type: none"> • Checking of full operation • General lubrication of moving parts 	Weekly	
			<ul style="list-style-type: none"> • Condition assessment of wheels and leg hinges (to be replaced/repared if worn out/defective) 	Monthly	
			<ul style="list-style-type: none"> • Fluid replacement • Painting 	06 monthly	
04	Brake bleeding kit 	01	<ul style="list-style-type: none"> • Condition assessment of wheels (replace/repair if defective) and greasing • Condition assessment of hoses (replace if defective) • Servicing. Repair if defective 	Monthly	
			<ul style="list-style-type: none"> • Fluid replacement • Painting 	06 Monthly	
			<ul style="list-style-type: none"> • Calibration of gauges 	Yearly	
			<ul style="list-style-type: none"> • Painting 	06 Monthly	

