

Tele: 0891-2517516
Reply should be addressed
to the Commanding Officer

ICGS Vighraha
C/o Fleet Mail Office
Visakhapatnam-530 014

Quoting: 438/11/37

05 Mar 19

M/s _____

**INVITATION OF BID FOR PROCUREMENT OF NAVAL STORE ITEMS
(TITLE - REQUEST FOR PROPOSAL)**

REQUEST FOR PROPOSAL (RFP) No.13/18-19 dated 05 MAR 19

1. Bids in online are invited for supply of items listed in Part II of this RFP. This RFP is being issued on single bid basis. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-
 - a. Bids/queries to be addressed to: **The Commanding Officer, ICGS Vighraha**
 - b. Postal address for sending the Bids: **The Commanding Officer, ICGS Vighraha
C/o FMO Visakhapatnam - 14**
 - c. Name/designation of the contact personnel: **Store Office**
 - d. Telephone numbers of the contact personnel: **7702834705 (Gangway No.)**
 - e. e-mail ids of contact personnel: **vighraha@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 submission and opening of tenders, Validity period of tender 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 Condition 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 format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserve 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.

Thanking you,

Yours faithfully,


(Rakesh Kumar)
Commandant (JG)
Logistics Officer
for Commanding Officer

Encl.: Part-I, Part-II, Part-III, Part-IV & Part-V.

Part –I General information

1. Last date and time for depositing the bids: 1100 hrs. on 22 Mar 19

The sealed Bids should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder. (Note: One to three weeks of Bid period for LTE and three weeks for OTE – from the date of publication of the tender notice or availability of the bidding documents for sale, whichever is later).

2. Manner of depositing the bids: Sealed Bids should be either dropped in the Tender Box kept with **Hello Hanger** or **sent by registered post** at address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

3. Time and date for opening of bids: (1400 hrs on 22 Mar 19) 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: (Hello Hanger of ICGS Vighraha) Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. Place of opening of the bids: (In the Office of ICGS Vighraha) Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. Forwarding of Bids: Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.

7. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

8. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

9. 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.

10. 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.

11. 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.

12. Validity of Bids: The Bids should remain **valid for 90 days** from the date of opening of commercial bid.

[Handwritten Signature]

13. Earnest Money Deposit:— Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 6,000/-** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and enclosed with this document). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II - Essential Details of Items/Services required

1. Schedule of Requirements:

Ser.	Description	Deno.	Qty.
(a)	Thinner GTA 220	Ltr	10
(b)	Thinner GTA 713 (Akzonobel)	Ltr	08
(c)	Interguard 561-EKA 562/A	Ltr	110
(d)	Interthane 990 (PHB 000/PHA 046) White	Ltr	120
(e)	Intergard 740 (ECL 549/ECA 914) Green Non skid	Ltrs	80

2. Technical Details:

- Specifications/drawings, as applicable: As per Part II para 1.
- Technical details with technical parameters
- Requirement of training/on-job training
- Requirement of installation/commissioning
- Requirement of Factory Acceptance Trials (FAT), Harbour, Acceptance Trails (HAT) and Sea Acceptance Trials (SAT)
- Requirement of Technical documentation
- Nature of assistance required after completion of warranty
- Requirement of pre-site/equipment inspection
- Any other details, as considered necessary

3. Inspection: The inspection of the items will be carried out by The Commanding Officer, ICGS Vighraha in the premises of the consignee.

4. Delivery Period - Delivery period for supply of items would be within **30 Days** from the date of placement 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.

5. Consignee details – The Commanding ICGS Vighraha, C/o FMO, Visakhapatnam-14

Part III **Standard Conditions of RFP**

(a) The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the RFP mentioned below which will automatically be considered as part of the Contract (wherever applicable) concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do 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.

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2. **Effective Date of the Contract:** The contract shall come into effect on the date of signature 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 performances 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 disputes, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7 (Copy enclosed)

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 foe 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 shoe favor or disfavor to any person in relation to the present Contract or any other contract with the government of India. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers 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 contract 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, bride 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 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 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 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 the 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.

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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, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the SELLER as agree, 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 __ 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 __ months provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individuals/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 or pre-paid mail/air mail, 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 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. **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.

13. **Taxes and Duties**

i) **General** (in respect of indigenous bidders)

1. Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the bids would be summarily rejected.
2. If a bidders exempted from payment of any duty/tax up to any value of supplies from them he should clearly state that no such duty /tax will be charged by hem up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.
3. Any charges in 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 Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, incase of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.
4. In case of extension of Delivery Period any increase in taxes, duties, levies, etc. will be not paid to the seller. In case of decrease the difference to be passed on to the buyer.

ii) **Customs Duty - NA**

iii) **Goods and Services Tax (GST):**

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1. GST will be paid to the Seller at the rate applicable based on description, HSN / SAC code and the relevant schedule of CGST Act.
2. In pursuance with Section 171 (1) of CGST Act, an undertaking is to be effected by the seller declaring that " Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit(ITC) shall be passed on to the recipient buy way of commensurate reduction in prices" . Further, in case it is detected by the government that any ITC has accrued to the seller as a result of migrating to GST, after receiving the consideration/ reimbursement for his supplies, the seller is mandated to refund the same accordingly to the Paying Authority, giving details and particulars of the transactions.
3. Unless otherwise specifically agreed to in terms of the contract, he Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

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: - (Indemnity Bond in case of DPUs) 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 (Copy enclosed)

2. Optional clause: NA

3. Repeat Order Clause: NA

4. Tolerance Clause : NA

(Note: Optional clause/Repeat order clause/Tolerance Clause - Not to be exercised as a routine. If required, justification for the same may be provided at SOC/Noting. Else these clauses are to be deleted in the RFP)

5. Payment Terms: 100% payment on delivery and acceptance by the consignee.

6. Advance Payments : No advance payment(s) will be made.

7. Paying Authority :

- a. The payment of bills will be made by ___ Visakhapatnam. The following documents are to be forwarded with the items for making the payment.
 - ii. Ink-signed copy of contingent bill/ Seller's bill.
 - iii. 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 payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. as applicable.
 - ii. Exemption certificate for excise duty/custom duty, if applicable.
 - iii. Guarantee/Warranty certificate.
 - iv. Performance bank Guarantee/Indemnity bond where applicable.

- v. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of financial powers, indicating whether extension is with or without LD.
- vi. 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 incorporate in supply order/contract)
- vii. Any other documents/certificate that may be provided for in the supply order/contract. (Note: from the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

8. 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 stator undertaking the central or state governments as the case may be during the period till performance of all supply order placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduce, the sale price, sales or offer to sell such stores to any person/organization including the buyer or any department, of central government or any department of the state govt. or any stator undertaking of the central or state govt. as the case may be at a price lower than the price chargeable under the contract, that 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 for 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 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. Deptt, including their undertakings excluding joint sector companies and/or private parties and bodies.

c. The Seller furnish the following certificate to the paying authority along with each bill for payment for supplies made against the rate contract- "We certify that there has been no reduction in sale price of the store of description denial to the store supply to the Govt. under the contract herein and such stores have not been offered/sold by me/us to any persons/organisations including the purchaser or any Dept. of state Govt. or any stator undertaking of the Central or State Govt. as the case may be up to the date of bill/date of completion of supplies against all supply order placed during the currency of the rate contract at price lower than the price charges to the Govt. under the contract except quantity of store categories under sub clauses (a) (b) & (c) of sub para two above details of which are given below...."

9. Risk & Expense clause: The supplier fail to deliver the item within the contracted period or repudiate the contract before delivery date, purchaser without prejudice to his right to recover damage for breach of contract may cancel the contract in part whole and may purchase elsewhere on account and the risk cost of supplier, the item not delivered within 12 month of the breach of contract. The purchaser shall be entitled to recover from the supplier all cost incurred by the purchaser during the risk. The purchaser has the right to ignore of the original supplier during risk purchase. The manner of carrying out of risk purchase shall be entirely at the discretion of the purchaser. However the purchaser shall serve such purchase on the defaulting supplier.

10. Force Majeure clause:

a) Neither party shall bear responsibility for the complete or partial nonperformance of any of it 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.

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- b) In such circumstances at the time stipulated for the performance 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 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 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.
- 11. Specification:** The following specification clause will form part of the contract placed on successful Bidder. The Seller guarantees to meet the drawings as per Part-II of RFP.
- 12. Earliest Acceptable Year of Manufacture:** Items quantity/life certificate will need to be enclosed with the Bill.
- 13. Transportation:** Prices must be quoted on F.O.R ICGS Vigraha basis inclusive of packing, forwarding, freight charges, transit insurance and any other charges as applicable.
- 14. Packing and Marking:** The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage during transportation and handling. The Seller shall ensure that stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- 15. Quality:** The quality of the stores delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modifications to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would be provide as much life as the original item.
- 16. Quality Assurance:** Seller would provide the draft Standard Acceptance Test Procedure (ATP) within one 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.
- 17. Inspection:** The Inspection will be carried out by the unit or ship.
- 18. Franking clause:** The following franking clause will form part of the contract placed on successful Bidder:-
- a. Franking clause in the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the right of the Buyer under the terms and conditions of the contract."

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Contract (2017)

b. Franking clause in the case of Rejection of Goods The fact that the goods have been inspected after the delivery period and passed by the inspecting Officer will not bind the Buyer in manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

19. warranty: 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 period of ___ months from the date of delivery of the said goods stores/articles to the Buyer or ___ 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 have inspected and/or approved the said goods/stores/articles, if during the aforesaid period 12/15months the goods/stores/articles be discovered not to conform to the description and quality. Otherwise the seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

ii. Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

iii. Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

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

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

21. Buy-Back offer: Buyer will be hand over the old items and agreed prices will be adjusted in the final payment to the Seller. It will be the responsibility of Seller to carry away the old items from the Buyer's premises within 15 days of signing of this supply order. The expenditure on account of Handling charges and transportation expenses to carry away the old items will be borne by the Seller.

22. Miscellaneous: Any other condition, based on the peculiarity of the proposal (including any conditions negotiated during PNC), to be included in the RFP.

Part V

Evaluation Criteria and 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 requirement of the RFP.

b) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the price format given at para 2 below. The **L-1 bidder will be determined by the excluding levies, taxes and duties** levied by Central/State/Local Govt. on final product, as quoted by bidders, **Price preference up to 15% over the quotation of large- scale units is provided for Micro, Small and Medium Enterprises (MSME's) registered with NSIC for 358 items as listed in Form DPM-1.**

c) The taxes applicable are to be indicated separately. **Bids submitted without mentioning taxes separately would be summarily rejected.** If NIL taxes are mentioned the relevant notification/exemption certificate should be indicated.

*Naresh
Contractor*

d) Seller has to submit a Copy of registration certificate under GST along with the bids. In case the firm is unregistered under GST, the same has to be communicated by the Seller on their letterhead.

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

f) Levies, taxes and duties levied by Central/State/Local Govt. 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 the Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

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

2. **PRICE BID FORMAT (To be used for L-1 Determination):** The Price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (The format indicated below is only as an illustration)

a. Cost of the item(s):

Sl. No.	Description of item(s)	HSN/SAC code	Denomination	Qty.	Unit Price	GST (%)	GST (Amount)	Total
1	Thinner GTA 220		Ltr	100				
2	Thinner GTA 713 (Akzonobel)		Ltr	08				
3	Interguard 561-EKA 562/A		Ltr	110				
4	Interthane 990 (PHB 000/PHA 046) White		Ltr	120				
5	Intergard 740 (ECL 549/ECA 914) Green Non skid		Ltr	80				
	Grand Total							

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Comments