

TENDER COST Rs. 100/-

Telephone: 04368-226500
Email: cgs-kkl@indiancoastguard.nic.in
Reply should be addressed to
the Commanding Officer

भारतीय तटरक्षक अवस्थान कराईकल
ICGS Karaikal
No. 64, Bharathi Nagar
PB No. 1554, Karaikal Post
Karaikal – 609 602

438/2/ARC-ARS

23 May 19

M/s

-----OTE-----

**INVITATION OF QUOTATIONS FOR RATE CONTRACT FOR
SUPPLYING OF ARS ITEMS FOR ICGS KARAIKAL
RFP NO. ICGS(KKL)/RFP/ARS-NS/04/19-20 DATED 23 MAY 2019**

Sir/Madam,

1. **“Online bid” (Under OTE basis)** from firms are invited for supply of items listed in **Part II** of this RFP. **Manual bids shall not be accepted. Tenders from black listed/banned firms shall not be accepted. Tender document can be viewed and downloaded from Indian Coast Guard web site www.indiancoastguard.gov.in (for reference only) and CPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET.**

CRITICAL DATE SHEET

SL	DESCRIPTION	DATE & TIME
(a)	Published Date	24 May 19 (1430 HRS)
(b)	Bid Document Download/ Sale Start Date	24 May 19 (1500 HRS)
(c)	Clarification Start Date	24 May 19 (1530 HRS)
(d)	Clarification End Date	12 Jun 19 (1400 HRS)
(e)	Pre-bid meeting	29 May 19 (1100 Hrs)
(f)	Bid Submission Start Date	25 May 19 (0900 HRS)
(g)	Bid Document Download / Sale End Date	12 Jun 19 (1400 HRS)
(h)	Bid Submission End Date	12 Jun 19 (1400 HRS)
(j)	Commercial Bid Opening Date	13 Jun 19 (1430 HRS)

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 Karaikal

(b) Postal address for sending the Bids: The Commanding Officer,
ICGS Karaikal,
Plot No. 64, Bharati Nagar,
P B No. 1554, Karaikal – 609 602

(c) Name/designation of the contact personnel: Dy Commandant C Sunil
Station Logistics Officer

(d) Telephone numbers of the contact personnel: 04368-223500

(e) Fax number: 04368-226500

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 tenders, etc.

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

(c) **Part III** – Contains Standard Conditions of RFP, obligatory to both the buyer and the Bidders.

(d) **Part IV** – Special conditions of RFP, obligatory to both the buyer and the bidders.

(e) **Part V** – Evaluation criteria and price bid issues.

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

5. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/condition if any should be clearly brought out for consideration. However, acceptance of same will solely be at discretion of Coast Guard. The para marked with 'Blank' will not be considered as part of RFP.

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

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

Thanking you,

Yours faithfully,



(C Sunil)
Deputy Commandant
Logistics Officer
for Commanding Officer

Encl: (a) Annexure 'A' - Price Bid
(b) Annexure 'B' - Price Bid Undertaking
(c) Annexure 'C' - Instructions for online bid submission

Part I – General information

1. **Last date and time for depositing the Bids: As per Critical Date Sheet:** The online bids (Commercial Documents) should be uploaded as per this RFP by the due date time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Online bids should be 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. **Bids sent by Fax or e-mail will not be considered. EMD to be deposited "Manually" at address mentioned in para 2 ibid on or prior opening of bids.**
3. **Time and date for opening of Bids: As per Critical Date Sheet**
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box:** Unit Guard Room. Following guidelines may be followed while submitting requisite physical documents (EMD or Exemption certificate) as indicated in the RFP. **No commercial bid will be dropped in the Tender Box except those mentioned at para 2 above.**
5. **Place of opening of the Bids.** The Bids will be opened in the Conference room of Indian Coast Guard Station Karaikal at Karaikal. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Quotation on the due date and time. Rates and important commercial quoted by all Bidders will be read out in the presence of your representative all bidders. This event will not be postponed due to non presence of your representative.
6. **Two-Bid system:** NA
7. **Forwarding of Bids –**
 - (a) The commercial bid should be submitted **ONLINE** by the Bidders duly digitally signed by the legal owner of the firm or the person authorised by him to do so.
 - (c) The physical receipt of specified documents shall be mandatory prior to bid opening date & time mentioned at critical date sheet.
 - (d) The non receipt of the physical documents shall result in rejection of bid.
 - (e) Only those documents specified in the tender documents and found in the tender box will be opened.
 - (f) Physical documents as specified in case dropped in the wrong Tender Box will be rendered invalid.
 - (g) The envelope containing the requisite physical documents (EMD/ Exemption Certificate) should be addressed to the **Commanding Officer, (Station Logistics Officer) ICGS Karaikal, Quotes for Rate Contract for procurement of ARS items (in Capital Letter) NO. 64, Bharathi Nagar, PB. No. 1554, Karaikal-609 602.** The requisite physical document (EMD/ Exemption Certificate) may be sent by hand/post/speed post/

Courier. However, it is the sole responsibility of the tenderer to ensure requisite physical documents are received in the buyer's office prior to bid submission end date. The buyer by no means will be responsible for any delay in receipt of requisite documents.

(h) No post-bid clarification on the initiative of the bidder will be entertained.

8. **Clarification regarding contents of the RFP:** A per bid conference will be conducted as per critical data sheet in ICGS Karaikal to clear issues pertaining to bid documents. The participating firms are required to depute their reps to attend the conference with authority letter. Attending pre-bid conference is mandatory for all bidders. The bidders who will attend pre-bid conference, will only be considered for opening of bids/tendering process. 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.

9. **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 bids 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.

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 till **120 Days** (Date) from the last date of submission of the Bids.

14. **Pre-Bid Conference :** The pre-bid conference will be conducted at **1100 Hrs** on **29 May 19** (Date) in the office of Logistics Officer at Coast Guard Station Karaikal. The participating firms are required to depute their representative (s) to attend the meeting.

15. **Earnest Money Deposit:-** The Bidders are to furnish EMD for a sum of **Rs. 30,500.00** (Rupees **Thirty Thousand Five Hundred** only) with the validity of 60 days after opening date of tender, in the form of an Account Payee Demand Draft or Fixed Deposit Receipt, Banker's Cheque of Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in of the **The Commanding Officer, ICGS Karaikal**. The Format in from DPM-13 may be adopted. **EMD of The unsuccessful will be return to them at earliest** after expiry of the final bid validity and latest on or before the 60th day after the award of the

contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, 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), and National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. EMD should be kept separately inside the envelope along with quotation in main envelop.

Part II – Essential Details of Items/Services required

1. Schedule of Requirements – List of items / services required is as follows: Rate Contract for supplying following ARS item. **The quantity indicated is likely procurement. However, the quantity will be procured as per the requirement depends upon the maintenance and operational commitment, schedule of CG units. Supply of items will be against supply order as and when requirement exist.**

Sl.	Description	Deno	Total Qty
(a)	Super Mop Refills	Nos	260
(b)	Scrubber with handle	Nos	660
(c)	Cloth Stocknite / Mutton cloth	Kgs	600
(d)	Cotton Waste	Kgs	1680
(e)	Clip Jubilee 3"	Nos	200
(f)	Grease LG – 280	Kgs	384
(g)	Can Plastic 20 Ltrs	Nos	120
(h)	Polythene films length 112" width 18" thick 0.007"	Mtrs	500
(j)	NCML Solution – Thiourec	Gms	720
(k)	NCML Solution – Oxalic Acid	Gms	18400
(l)	NCML Solution – Phosphoric Acid	Ltrs	160
(m)	NCML Solution – Teepol	ML	9200
(n)	Distilled Water	Ltrs	440
(p)	Paint Roller 4"	Nos	248
(q)	Paint Roller 6"	Nos	148
(r)	Paint Roller 7"	Nos	188
(s)	Paint Roller 9"	Nos	148
(t)	Paint Roller 12"	Nos	20
(u)	Wet surface putty	Kgs	08
(v)	Quick Dry Steel Putty	Kgs	08
(w)	Aqua Bond	Kgs	08
(x)	Pest Seal / Hit Spray / Aerosol spray	Nos	520
(y)	Anti Rust Spray/ WD -40 /CTC	Nos	300
(z)	Distemper White	Kgs	320

2. **Delivery Period** - Items are to be delivered at this station within given time in 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.

3. **Consignee details** - ICGS Karaikal
Plot No. 64, Bharathi Nagar
PB No. 1554, Karaikal – 609 602

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder. 1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

1. **Effective Date of contract:** The contract shall come into effect on the date of signatures of both the parties on the contract and shall remain valid until the completion of the obligation of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. The tentative dates for contract are from **01 Sep 19-31 Aug 2020**.
2. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
3. **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.
4. **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.
5. **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.
6. **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.

7. **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 (02 occasions) 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 (02 occasions) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

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

9. **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.

10. **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.

11. **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.

12. **Taxes and Duties (As per GST norms):**

(a) In respect of Foreign Bidders: NA

(b) In respect of Indigenous bidders

(i) General

1. If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

2. Any change in any duty/tax 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 duty/tax paid by the supplier. Similarly, in case of downward revision in any 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.

- ii) Customs Duty - NA
- iii) Excise Duty - Excise exemption certificate will be issued on demand.
- iv) Sales Tax / VAT - As stated above Paragraph (i), sub Para 1
- v) Octroi Duty & Local Taxes

1. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

13. **Pre-Integrity Pact Clause:** NA

Part IV – Special Conditions of RFP

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

1. **Performance Guarantee:**

(a) **Indigenous cases:** The Bidder will be required to furnish a Performance Guarantee 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 **05%** of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **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 & 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 & 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 5% plus/minus increase or decrease the quantity of the required goods 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 for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

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

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

7. **Paying Authority:** - Deputy Controller of Defence Accounts (Navy), Chennai. Following documents be submitted for payments:-

- (a) Ink signed copies of Contingent bill/seller's bill and invoice /seller's bill
- (b) Copy of supply order
- (c) CRV in duplicate and inspection note (wherever applicable)
- (d) Claim for statutory and other levies to be duly supported by relevant documents
- (e) Exemption certificate for excise /customs duty if applicable
- (f) Guarantee / Warranty certificate
- (g) Delivery period extension letter with CFA sanction (wherever applicable)
- (h) Details for electronic payment viz. Account holder's name, Bank name and address, account type, account number, IFSC and MICR codes.

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 statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any. Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

i. Exports by the Seller.

ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

iii. Sale of goods such as drugs which have expiry dates.

iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

9. **Risk & Expense clause** –

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

(b) Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10 % of the value of the contract."

10. **Force Majeure clause:**

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

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

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

11. **Buy-Back offer – NA**

12. **OEM Certificate: NA**

13. **Earliest Acceptable Year of Manufacture: NA**

14. **Buyer Furnished Equipment: NA**

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 modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an inter changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

16. **Quality Assurance**: Seller would provide the Standard Acceptance Test Procedure (ATP) within 03 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 Authority**: The Inspection will be carried out by board of officers, appointed by the undersigned. The mode of Inspection will be Departmental Inspection/ User Inspection / Joint Inspection / Self-certification.

18. **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.

Part V – Evaluation Criteria & Price Bid issues

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

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

b. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para below. The consideration of taxes and duties in evaluation process will be as follows:

c. L-1 will be established on the basis of the lowest **item wise as per commercial bid**. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders on final cost will not be used in evaluation criteria for L-1 determination.

d. If the rate per items is observed to be very low/high, the "Bench mark" rate established by the board will be loaded (loading factor) and rate of items in the group will be calculated. Accordingly, the L-1 will be established on the basis of cumulative total rate of items in the group.



(C Sunil)
Deputy Commandant
Logistics Officer
for Commanding Officer

COMMERCIAL BID FORMAT**SUPPLY OF ARS ITEMS (CONS NAVAL STORE) FOR ICGS KARAIKAL**

1. Bidder is to submit the quote in the following format Group wise and the same is as follows:-

Sl	Description	Deno	Approx. qty	Rate (per unit)	Total Cost Rs. Ps
(a)	Super Mop Refills	Nos	260		
(b)	Scrubber with handle	Nos	660		
(c)	Cloth Stocknite / Mutton cloth	Kgs	600		
(d)	Cotton Waste	Kgs	1680		
(e)	Clip Jubilee 3"	Nos	200		
(f)	Grease LG – 280	Kgs	384		
(g)	Can Plastic 20 Ltrs	Nos	120		
(h)	Polythene films length 112" width 18" thick 0.007"	Mtrs	500		
(j)	NCML Solution – Thiourec (Qty for 06 months)	Gms	720		
(k)	NCML Solution – Oxalic Acid (Qty for 06 months)	Gms	18400		
(l)	NCML Solution – Phosphoric Acid(Qty for 06 months)	Ltrs	160		
(m)	NCML Solution – Teepol (Qty for 06 months)	ML	9200		
(n)	Distilled Water	Ltrs	440		
(p)	Paint Roller 4"	Nos	248		
(q)	Paint Roller 6"	Nos	148		
(r)	Paint Roller 7"	Nos	188		
(s)	Paint Roller 9"	Nos	148		
(t)	Paint Roller 12"	Nos	20		
(u)	Wet surface putty	Kgs	08		
(v)	Quick Dry Steel Putty	Kgs	08		
(w)	Aqua Bond	Kgs	08		
(x)	Pest Seal / Hit Spray/ aerosol Spray	Nos	520		
(y)	Anti Rust Spray/wd- 40/ctc	Nos	300		
(z)	Distemper White	Kgs	320		
NET AMOUNT Rs.					
TAXES (GST)					
GRAND TOTAL Rs.					

2. The L-1 will be established on the basis of the lowest item wise as per Commercial Bid. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders on final cost **will not be** used in evaluation criteria **for L-1 determination.**

3. If the rate per items is observed very low/ high, the "Bench Mark" rate established by the board will be loaded (Loading Factor) and accordingly cumulative total will be calculated. Accordingly, the L-1 will be established.

4. The quantity indicated is likely procurement. However, the quantity will be procured as per the requirement depends upon the maintenance and operational commitment/ schedule of CG units.

5. Details of other taxes if any is required to be submitted.

6. I/We agree that substitute for contracted articles as hereto above provided for may be purchased, procured or supplied from existing Govt. stocks at my/our risk and expense in accordance with RFP.

7. Details like TIN number, GST/ CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of my/our office has been furnished on my letter head/original memo which is attached with the Bid.

(Signature of Witness)

(Signature of Tenderer/Authorized Rep)

(Name)
(Address.....)

(Name)
(Address.....)

Station -----

Office Seal
Dated ____ May 19



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

To,
Dear Sir/Madam,

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

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to deliver the services at the rates as indicated in the price Bid, with taxes as mentioned therein.
4. The rates have been quoted in Indian Rupee only.
5. The rates are inclusive of all charges (As **per scope of supply mentioned in RFP ICGS(KKL)/RFP/ARS-NS/04/19-20 dated 23 May 2019.**
6. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
7. The payment shall be made to the Firm at Bank Account as per ECS mandate (maintained in India only) by way of ECS/RTGS after deducting the TDS if applicable.
8. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Yours Faithfully,

Signature of authorized Representative



INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: **<https://eprocure.gov.in/eprocure/app>**.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names

and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. **Bidders are required to download the BoQ file**, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

A handwritten signature in blue ink, appearing to be "S.P.O.", is located at the bottom left of the page. The signature is written in a cursive style with a horizontal line underneath.