: 0674-2594313

Fax

: 0674-2594314

E-mail: cgae-bsr@indiancoastguard.nic.in

Reply should be addressed to The Commanding Officer

Quoting: CGAE (BSR)/M&S/STITCHING/50/19-20

तटरक्षाकवायुपरिक्षेत्र (भूवनेश्वर) Coast Guard Air Enclave (BSR)

बिजपटनायकऐयरपोर्ट

Biju Patnaik Airport

भवनेश्वर/Bhubaneswar 751020

08 अगस्त १९/Aua 19

M/s		

INVITATION OF BIDS FOR STITCHING OF UNIFORMS FOR CGAE (BSR) AND 743 SQN (CG) REQUEST FOR PROPOSAL (RFP) NO. CGAE (BSR)/RFP/M&S/14/19-20 DATED 08 AUG 19

Sir,

"Online bids" (Under single bid system) from vendors dealing with Stitching of Uniforms for CGAE (BSR) and 743 Sqn (CG) invited by the Commanding Officer, Coast Guard Air Enclave, Bhubaneswar for Annual Rate Contract for Stitching of uniforms for CGAI (BSR) and 743 Sqn (CG) for the period of one year from 01 Sep 19 to 31 Aug 20(refer part II of RFP) for CGAE (BSR) and 743 Sqn (CG) at Bhubaneswar. Manual bids shall not be accepted. DeP Tender document can be viewed and downloaded from Portal https://defproc.gov.in/nicgep/app as per the schedule given in CRITICAL DATE SHEET mentioned below:-

CRITICAL DATE SHEET

SL.NO.	DESCRIPTION	DATE & TIME
(a)	Published Date	08 Aug 19 (1500 HRS)
(b)	Bid Document Download Start Date	08 Aug 19 (1515 HRS)
(c)	Clarification Start Date	08 Aug 19 (1530 HRS)
(d)	Clarification end date	14 Aug 19 (1530 HRS)
(e)	Pre-bid meeting	
(f)	Online bid submission start date	14 Aug 19 (1600 HRS)
(g)	Bid Document Download End Date	27 Aug 19 (1000 HRS)
(h)	Online Bid Submission End Date	28 Aug 19 (1100 HRS)
(j)	Online Opening of Bid	29 Aug 19 (1130 HRS)

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

The Commanding Officer Coast Guard Air Enclave (BSR) Biju Patnaik Airport Bhubaneswar - 751020

Telefax: 0674 - 2594313

- 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) <u>Part III</u> Contains Standard Conditions of RFP, which will form part of the contract with the successful Bidder.
 - (d) Part IV Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) Part V Contains Evaluation Criteria and Format for Online Price bids.
- 4. This RFP is being issued with no financial 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.
- 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/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Defence eProcurement Portal for e Procurement at https://defproc.gov.in/nicgep/app.
- 8 Bids shall be submitted online only at DeP Portal website: https://defproc.gov.in/nicgep/app.

Thanking You.

Yours faithfully,

(सुरेंद्र सिंह मेहरा/Surendra S Mehra) सहायक सामादेशक/Asst Commandant संभारिकी अधिकारी /Logistics Officer कृते कमान अधिकारी/ for Commanding Officer

Part I - General Information

- 1. <u>Last date and time for depositing the Bids</u>: 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 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. <u>Time and date for opening of Bids</u>: **As per critical data sheet**.(If due to any exigency, the due date is declared as a holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by Buyer).
- 4. Location of Tender Box: NA.
- 5. <u>Single Bid system:</u> The case is being processed on single bid system and, the bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of Bid based on requisite documents received online by the tender will be carried out by a board of officers.
- 6. **Forwarding of Bids**: Bids should be uploaded by Bidders online (https://defproc.gov.in/nicgep/app).
- 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 09(Nine) days prior to the date of opening of the Bids. The clarification by the purchaser will be uploaded online.
- 8. <u>Modification and Withdrawal of Bids:</u>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.
- 9. <u>Clarification regarding contents of the Bids:</u> 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. <u>Unwillingness to quote:</u> 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. Earnest Money Deposit: Bidders are required to upload scan copy of Earnest Money Deposit (EMD) for amount of ₹. 11,000.00 (Rupees Eleven thousand only) in favour of the PCDA(Navy), Mumbai 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.
- 13. **Validity of Bids:** The Bids should remain **valid for 90 days** from the date of submission of the bids in case of single bid RFP.

Part II - Essential Details of Items/Services required

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

Ser	Uniform code	Description		Anticipated Requirement for One year (Qty in Pairs)	
(i)	No.1	(a)	Jacket Black poly Wool	176	
		(b)	Trouser black poly Wool		
		(c)	Shirt White full sleeve		
(ii)	No.2	(a)	Tunic White Gabardine	78	
		(b)	Trouser White Gabardine		
(iii) No.8s	No.8s	(a)	Shirt White Gabardine	84	
		(b)	Short White Gabardine		
(iv)	No.10s	(a)	Shirt Cellular cotton L/B F/S	176	
		(b)	Trouser Navy Blue Drill		
(v)	No.10As	(a)	Shirt PV Light Blue H/S	176	
		(b)	Trouser PV Navy Blue Gab		

- 2. <u>Delivery Period.</u> Delivery period for supply of stitched uniform would **be 90 days** from the effective date of supply/work order against rate contract.
- 3. INCOTERMS for Delivery and Transportation.

To be paid by the bidder

4. Consignee details: Items to be delivered at

The Commanding Officer, Coast Guard Air Enclave, Bhubaneswar Biju Patnaik Airport Bhubaneswar-751 020

Tele: 0674-2594313

Contract Operating Authority - The Commanding Officer, CGAE Bhubaneswar, Bhubaneswar
 751020

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. <u>Effective Date of the Supply order/ Rate Contract</u>: 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. <u>Arbitration</u>: 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-9(available in MoD website).
- 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 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 contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- 5. Agents / Agency Commission: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer.

The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

- 6. **Access to Books of Accounts**: In case it is found to the satisfaction of the Buyer that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.
- 7. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 8. <u>Liquidated Damages</u>: 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. <u>Termination of Contract</u>: <u>Termination of Contract</u>. The buyer shall have the right to terminate this contract in part or in full in any of the following cases:-
 - (i) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the schedule date of delivery.
 - (ii) The seller is declared bankrupt or becomes insolvent.
 - (iii) The delivery of material is delayed due to causes of Force majeure by more than 02 Months) provided Force Majeure clause is included in contract.
 - (iv) 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.
 - (v) As per decision of the Arbitration Tribunal.
- 10. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
- 11. <u>Transfer and Sub-letting</u>: 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: Blank.

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) **GST:** GST applicable as per Government order in force. 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.
- 15. Pre-Integrity Pact Clause: Blank

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) <u>Indigenous cases</u>:-The Bidder will be required to furnish a PerformanceGuarantee 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 & 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**: This unit 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. You are required to confirm acceptance of this clause. It will be entirely the discretion of this unit to place the repeat order or not.
- 4. **Tolerance Clause**: Blank
- Payment TermsforIndigenous Sellers:
 - (a) Blank
 - (b) Part payment on delivery and acceptance by the useron monthly basis.
- Payment terms for Foreign Sellers: Blank

7. Advance Payments:- No advance payment to be made.

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:
 - (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
 - (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: 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:-

- (a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
- 13. **Buy-Back offer**: Blank
- 14. **Specification**: Blank
- 15. **OEM Certificate**: Blank
- 16. **Export License**: Blank
- 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: BlankOR
 - (c) FCA Blank
- 20. Air lift: Blank
- 21. Packing and Marking: Blank
- 22. **Quality**-: Blank
- 23. **Quality Assurance**: Seller would provide the Standard Acceptance Test Procedure (ATP) within with the supply of items month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
- 24. **Inspection Authority**:-The Commanding Officer, CGAE (BSR)or his authorized representative.
- 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
 - Except as otherwise provided in the invitation tender, the Seller hereby declares that the (i) 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 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: Blank
- Engineering Support Package (ESP) clause: Blank
- 33. Price Variation (PV) Clause: Blank

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

- 1. <u>Evaluation Criteria</u>:-The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The Lowest Bid will be decided upon the cumulative lowest price quoted by the particular Bidder on total basic price excluding GST as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) In cases where only indigenous Bidders are competing, 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) 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.
 - (e) 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.
- 2. **Price Bid Format**: You are required to submit the price bid in the following format correctly:

Basic cost of the item/items.

SI No	Item	Deno	Qty	Unit price	Total Amount