

**LIMITED TENDER : ONLY COAST GUARD/MOD REGISTERED VENDORS (UNDER  
REQUISITE CATEGORIES) CAN PARTICIPATE**

Tele: 011-23115152

**E-MAIL / REGISTERED**

Reply should be addressed to  
The Director General Indian Coast Guard

TATRAKSHAK MUKHYALAYA  
Coast Guard Headquarters  
National Stadium Complex  
New Delhi – 110001

Quoting: TR/0163/FL

19 Nov 19

The HR Dept.  
(Kind Attn: Mr. Vivek Gupta)  
Institute of Foreign Language  
11, Shakti Vihar, Main Road, First Floor,,  
Pitam Pura, (Near E Block Saraswati Vihar Bus Stand)  
New Delhi-110034

**INVITATION OF BID FOR FOREIGN LANGUAGE COURSES  
FOR COAST GUARD PERSONNEL**

1. Bid in sealed cover is invited for Foreign Language courses in Japanese, Korean, Vietnamese and Arabic for ICG Personnel. The details are listed in Part-II of this Tender Enquiry/RFP. Please super scribe the above mentioned Title, Tender Enquiry number on the sealed cover to avoid the Bid being declared invalid.

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

(b) Bids/queries to be addressed to : **The Director General  
{for Principal Director (MP&T)}  
National Stadium Complex,  
Purana Quila Road,  
New Delhi – 110 001  
Ph. 2338 7926**

(b) Postal address for sending the Bids: **The Director General  
{for Principal Director (MP&T)}  
National Stadium Complex,  
Purana Quila Road, New Delhi  
110001**

(c) Name/designation of:  
the contact person **DIG Gurupdesh Singh  
Principal Director (MP&T)**


(d) Telephone numbers of the contact personnel: **011-2338 7926/2338 7097**

(e) E-mail ids of contact personnel: **dte-mpt@indiancoastguard.nic.in**

(f) Fax number: **011 – 2338 7097**

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 training such as the Schedule of training and maximum intake in a batch etc.
  - (c) **Part-III** : Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - (d) **Part-IV** : Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
  - (e) **Part-V** : Contains Evaluation Criteria and Format for Price Bid.
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. **Pre-Bid Conference.** - Not Applicable
6. **Acceptance of Terms & Conditions.** The tenders shall clearly mention the following in their offer letter.

**WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER  
ENQUIRY NO. TR/0163/FL Dated 19 Nov 2019**

  
(Gurupdesh Singh)  
Deputy Inspector General  
Principal Director (MP&T)  
for Director General

## Part I – General information

1. **Last date and time for depositing the Bid.** 02 Dec 19 By 1100 Hrs. The commercial sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bid.** Sealed Bids should be either dropped in the Tender Box at CGHQ or sent by registered post / speed post / by hand at the 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.
3. **Time and date for opening of Bids.** 02 Dec 19 By 1530 Hrs.
4. **Location of the Tender Box.** CGHQ/Reception Room
5. **Place of opening of the Bid.** CGHQ.
6. **Two-Bid system.** Not Applicable
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 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 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.
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 Bid.** 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 in the financial year 2019-20.

14. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for amount of ₹81,420/- (Rupees eighty one thousand four hundred twenty only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque (in favour of Director General Indian Coast Guard), Fixed Deposit Receipt, or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (enclosed as annexure-'A'). EMD and bid/quote be submitted in two separate envelopes. 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. List of items / services required is as follows: Name/Type of item/services/description of stores Qty required

(a)	Job	Foreign Language Course in Japanese, Korean, Vietnamese and Arabic.
(b)	Type of Training	Foreign language Course
(c)	No. of Personnel to be trained	20 ICG Personnel (01 Officer, 02 SOs, 02 P/Nvk in each language)
(d)	Training Centre	At the venue of firm
(e)	Course Duration	200 hours (@02 hrs/day, 05 days/week)
(f)	Training mode	Non Residential
(g)	Delivery	As per request for proposal
(h)	Terms & conditions	As per conditions to be mentioned in the RFP.

2. Technical details. Not applicable
3. Two-bid system. Not applicable
4. Delivery Period. As per course availability in training calendar
5. INCOTERMS for delivery and Transportation. Not applicable
6. Consignee details. Service to be delivered at firm premises.

## Part-III

### Standard Conditions of RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

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

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

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

(a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material/services is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.

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

(e) As per decision of the Arbitration Tribunal.

10. **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.

11. **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.

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**

#### (a) General

(i) If Bidder desires to ask for GST 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.

(ii) On the Bids quoting GST extra, the rate and the nature of Tax applicable at the time of supply should be shown separately. Taxes will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale / services is legally liable to tax and the same is payable as per the terms of the contract.

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



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

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

(vi) Any change in any 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 tax paid by the supplier. Similarly, in case of downward revision in any tax, the actual quantum of reduction of such 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.

(b) Sales Tax/VAT - Not applicable

14. Pre-Integrity Pact Clause: Not applicable.

## 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.** 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 as Annexure 'B' to this RFP.
2. **Option Clause.** Not applicable.
3. **Repeat Order Clause.** Not applicable.
4. **Tolerance clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 15% plus minus increase or decrease the quantity of the required goods / services up to that limit without any change in the terms & conditions and prices quoted by the seller. While awarding the contract, the quantity ordered will be increased by the Buyer within this tolerance limit.
5. **Payment Terms for indigenous seller.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). 100% payment will be made by CDA(Navy/Coast Guard), New Delhi on completion of training.
6. **Payment terms for foreign sellers.** Not applicable.
7. **Advance Payments.** No advance payment(s) will be made. 100% payment will be made by CDA(Navy/Coast Guard), New Delhi on completion of training.
8. **Paying Authority.**
  - (a) **Controller of Defence Accounts (Navy / Coast Guard), New Delhi.** The payment of bills will be made on submission of the following documents, whichever applicable, by the Seller to the Paying Authority along with the bill:
    - (i) Ink-signed copy of contingent bill / Seller's bill.
    - (ii) Ink-signed copy of Commercial invoice / Seller's bill.
    - (iii) Copy of supply order/contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iv) Completion certificate for satisfactory training in report of each official.

(v) Performance Bank guarantee / Indemnity bond where applicable :  
Not applicable.

(vi) Service DP extension letter with CFA's sanction, U.O. number 117 and 31 Oct 19 of PIFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(vii) 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 contract).

(viii) Any other document / certificate that may be provided for in the contract – Not Applicable.

(ix) User Acceptance, where applicable – Not Applicable.

9. **Fall Clause -**

(a) The price charged for the services to be rendered under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor provides the services or offer to sell services 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 contractor reduces the sale price, sells or offer to sell such stores/services to any person/organization including the purchaser or any Deptt. of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the supplier 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 / services 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 contractor.

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

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the contract – “We certify that there has been no reduction in sale price of the stores/ services of description identical to the stores / services supplied to the Government under the contract herein and such stores /services have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the government under the contract except for quantity of stores / services categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below :- Nil

10. **Exchange Rate Variation Clause:** Not Applicable.

11. **Risk & Expense clause-**

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

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

(c) In case of 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 from any other source as he thinks fit, other services 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 services remaining to be delivered thereunder.

(iii) Any excess of the value of services purchased from any other supplier as the case may be, over the contract price approximate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract.

12. Force Majeure clause: Not applicable.
13. Buy-Back offer – Not applicable.
14. Specification: Not applicable
15. OEM Certificate: Not applicable.
16. Export License: Not applicable.
17. Earliest Acceptance year of manufacture- Not applicable.
18. Buyer Furnished Equipment: Not applicable.
19. Transportation: Not applicable.
20. Air lift: Not applicable.
21. Packing and Marking: Not applicable
22. Quality: Not applicable.
23. Quality Assurance: As carried out by the vendor.
24. Inspection Authority: Not applicable.
25. Pre-Dispatch Inspection: Not applicable.
26. Joint Receipt Inspection: Not applicable.
27. Franking clause: Not applicable.
28. Claims: Not applicable
29. Warranty: Not applicable
30. Product Support: Not applicable.
31. Annual Maintenance Contract (AMC) Clause: Not applicable.
32. Engineering Support package (ESP) Clause : Not applicable.

## Part-V

### Evaluation Criteria & Price Bid issues

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

(a) Only the Bid 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- Not applicable.

(c) 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 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) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

(ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, GST etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT/GST is intended as extra, over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. If a bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a bidder is exempted from payment of Customs duty/ Excise Duty/VAT/GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty/VAT/GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not

be accepted unless in such cases it is clearly stated by a bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(e) In import cases-Not applicable.

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

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

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

(a)

Training Cost Per Officer	No. of Officers	Total

(b) Is Goods and Service Tax extra?


(c) If yes, then mention the following:

(i) Total value on which Goods and Service Tax is leviable:

(ii) Rate of Goods and Service Tax

(iii) Total value of Goods and service tax leviable:

Yours sincerely,

  
(Gurupadesh Singh)  
Deputy Inspector General  
Principal Director (MP&T)  
for Director General

Date : 19 Nov 19