

Tele: 02352-224555
Fax: 02352-224088

ICGS Ratnagiri
Airport Building
MIDC Area
Ratnagiri - 415639

Reply should be addressed to
The Commanding Officer

RTG/MS/95/19-20

21 Nov 19

INVITATION OF BIDS FOR PROCUREMENT OF ALUMINISED FIRE PROXIMITY SUIT

REQUEST FOR PROPOSAL (RFP) NO.RTG/MS/18/19-20 DATED 21 Nov 19

Sir,

1. Bids in sealed cover under single bid system are invited for **Procurement Of Aluminised Fire Proximity Suit**. Please superscribe the above mentioned title viz. "**Procurement Of Aluminised Fire Proximity Suit for ICGAS Ratnagiri**", rfp number and date of opening the bids to be written on cover to avoid Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

- | | | |
|-----|--|--|
| (a) | Bids/queries to be addressed to | : The Commanding Officer,
ICGS Ratnagiri. |
| (b) | Postal address for sending the Bids | : H2 Plot
MIDC Area, Madgoan Road
Ratnagiri-415639 |
| (c) | Name/designation of the
Contact personnel | : Deputy Commandant JS Dhillon
ATC Officer |
| (d) | Tel numbers of the contact personnel | : 02352-224555 |
| (e) | e-mail id of contact personnel | : icgsratnagiri@gmail.com |
| (f) | Fax number | : 02352-224088 |

3. The RFP is divided into five parts as follows:-

- (a) **Part –I** Contains general information and instruction for the bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders etc.

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(b) **Part –II** Contains essential details of the services required such as the Schedule of Requirements (SOR). Technical Specification, Delivery Period, Mode of delivery and consignee details.

(c) **Part –III** Contains Standard conditions of RFP, which will form contract with the successful bidder.

(d) **Part –IV** Contains Special Condition applicable to this RFP and also form part of the contract with the successful Bidder.

(e) **Part –V** Contains Evaluation Criteria and Format for Price bids.

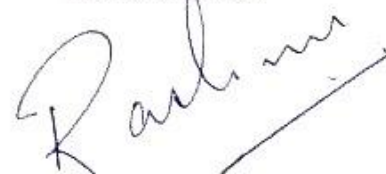
4. This RFP is being issued with no financial commitments and the customer reserves the right to change or vary any part thereof at any stage. The customer also reserves the right to withdrawn the RFP should it become necessary at any stage.

5. **RFP Part-I, II, III, IV &V** are enclosed herewith.

6. The Para marked with 'Blank' will not be considered as part of RFP.

Thanking You,

Yours faithfully,



(Rashmi Sharma)
Dy Commandant
Logistics Officer
for Commanding Officer

Encl: As above

Part I – General Information

1. **Last date and time for depositing the Tech and Commercial bids: 06 Dec 19 at 1400 hrs.** The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of Depositing the Bids:** Sealed quotations clearly marking reference number and date on the envelope should be either dropped in the Tender Box marked as **"Procurement Of Aluminised Fire Proximity Suit for ICGAS RATNAGIRI"** or sent by registered post 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. BIDS SENT BY FAX OR E-MAIL WILL NOT BE CONSIDERED.
3. **Time and Date For Opening of Tech. Bids: Dec 19 at 1430 hrs** (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. **Time and Date For Opening of Commercial Bids: 06 Dec 19 at 1500 hrs** (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).
5. **Location of the Tender Box:** At **Store Office ICGS Ratnagiri**. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender box will be rendered invalid.
6. **Place of opening of the Bids:** Bids will be opened at ICGS Ratnagiri in Recreation room. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
7. **Two-Bid system:** NA
8. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
9. **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 02 (two) 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.
10. **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.

11. **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.

12. **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.

13. **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.

14. **Validity of Bids:** The Bids should remain valid till 120 days from the last date of submission of the Bids.

15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of ₹ **0.00** with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and 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) 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** – Details of items are required for training of service personnel on Autocad 2d/3d for NOC cell, ICGAS Ratnagiri is placed as follows:

SI	Description	Qty
1	<u>Aluminised Fire Proximity Suit(Medium)</u>	02 set
2	<u>Aluminised Fire Proximity Suit(Small)</u>	02 set

2. **Technical Details** : (i) Each complete set consists of Suit, gloves, hood, overboot and technical literature
(ii) Each suit will be stamped with EN 215 label
(iii) Each Fire Suit is packed in waterproof bag then further packed in o5 ply corrugated box.
3. **Two-Bid System**: NA
4. **Delivery Period**: Delivery period for supply/installation of items would be 20 days from the effective date of supply order.
5. **INCOTERMS for Delivery and Transportation**: To be paid by the bidder.
6. **Consignee details**:

ICGAS Ratnagiri Airport Building MIDC Area, Madgoan Road Ratnagiri-415639
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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. services provider in the Contract) as selected by the customer. 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.
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 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 clauses of arbitration is as per Forms DPM-7, DPM – 8 and DPM -9 (available in MOD website and can be provided on request).
4. **Penalty for use undue influence**: The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage inducement to any person in service of the buyer or otherwise procuring the supply orders forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract order any other contract order with the relation to the present contract order for any other contract order with the government of India. Any breach of the aforesaid undertaking by the bidder or any one employed by him for acting on his behalf (whether with or without knowledge of the contractor) of the commission of any offers by the contractor or any one employed by him or acting on his behalf, as define in

chapter IX of the Indian penal code, 1960 of the prevention of corruption Act 1986 or any other act enacted for the prevention of corruption shall entitle the customer to cancel the contract order and all any other contract orders with the contractor and recover from the contractor the amount of any loss arising from such cancellation. Decision of the customer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the contractor. Giving or offering of any gift bribe or inducement or any attempt at any such act on behalf of the contractor toward any officer / employee of the contract or to any other person in a position to influence any officer / employee of the customer for showing any favour in relation to this or any other contract order shall render the contractor to such liability / penalty as the customer may deem proper, including but not limited to termination of the contract order, imposition of penal damages forfeiture of the Bank Guarantee and refund of the amounts paid by the customer.

5. **Agents / Agency Commission:** The contractor confirms and declares to the customer that the contractor is the original provider of the services referred to in this contract order 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 order to the bidder, 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 bidder agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the bidder has engaged any such individual / firm, and paid oriented 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 order, the bidder will be liable to refund that amount to the customer. The bidder will also be debarred from entering into any contract order with the Government of India for a minimum period of five years. The customer will also have a right to consider cancellation of the contract order either wholly or in part, without any entitlement or compensation to the bidder who shall in such an event be liable to refund all payments made by the customer in terms of the contract order along with interest at the rate of 2 % per annum above LIBOR rate. The customer will also have the right to recover any such amount from any contract order concluded earlier with the Government of India.

6. **Access to books of accounts:** In case it is found to the satisfaction of the customer the bidder has engaged an agent or paid commissioned or influenced any person to obtain the contract as described in clauses relating to agents /agencies commission and penalty for use of undue influence, the bidder, on specific request of the customer, shall provide necessary information/ inspection of the relevant financial documents/ information.

7. **Non-disclosure of contract documents:** Except with the written consent of the customer /bidder, 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 bidder failure to submit the Bonds, Guarantees and documents, services, training to the personnel employed etc as specified in this contract, the customer may at his discretion, with hold any payment until the completion of the contract. The customer may also deduct from the bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the services mentioned above for every week of delay or part of a week, subject to the maximum values of the liquidated damages being not higher than 10% of the value of delayed services.

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

- (a) The services provided by the contractor are found below the acceptable standard amplified in the SOR of this RFP for the causes not attributable to force majeure.
- (b) The contracting firm is declared bankrupt or becomes insolvent.
- (c) The undertaking of the tasks is delayed by more than 01 week due to causes of Force Majeure provided the same is a clause in the contract.
- (d) The customer has noticed that the bidder 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.

10. **Taxes and Duties:**

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

(i) **General:**

(aa) Bidders must indicate separately the relevant taxes/duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ab) If a Bidders is exempted from payment of any duty/tax upto any value of suppliers from them, he should clearly state that no such duty/tax will be charged by them up to limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to Octroi exemptions from taxation authorities.

(ac) Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, service-tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer to the extent of actual quantum of such duty/tax paid by the seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

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(ad) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Novroi/entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(ii) Excise Duty:

(aa) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ab) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(ac) The Seller is also required to furnish to the Paying Authority the following certificates:

(aaa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(aab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(aac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(aad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately

Refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover 191 such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(ad) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(iii) GST / VAT:-

(aa) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ab) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax 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 is legally liable to sales tax and the same is payable as per the terms of the contract.

(iv) Octroi Duty & Local Taxes:-

(aa) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized

Officer. 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.

(ab) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

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 Bidders will be required to furnish a Performance Guarantee by 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).~~

2. **Option Clause:** NA

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. **Payment Terms for Indigenous Sellers: -**

OR

(a) **On Pre Audit Basis**

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

OR

(c) **Blank**

OR

(d) Contracts: **Blank**

5. **Payment terms for Foreign Sellers:-Blank**

+

6. **Advance Payments:-Blank**

7. **Paying Authority:**

a. Indigenous Sellers: The Principal Controller of Defence Accounts (Navy)
No.1 Cooperage Road,
Mumbai - 400 039

b. **Foreign Sellers**– Blank

c. **Model ECS Mandate Format**

(i) Customer's Name:

(ii) Particulars of Bank Account:

(a) Bank Name

(b) Branch Name

(c) Address

(d) Telephone No.

(e) IFS Code

(f) 9 Digit code No. of Bank and Branch appearing on MICR cheque issued by bank

(g) Account Type(S.B Account/Current Account or Cash)

(h) Ledger No.

(i) Ledger Folio No.

(j) Account No. as appearing on Cheque Book

(iii) Please attach a blank cancelled cheque or photocopy of a cheque or front page of your saving bank passbook issued by your bank for verification of the above particulars.

(iv) Date of effect

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

(.....)
Signature of Customer

Date-

Certified that the particulars furnished above are correct as per our records

Bank's Stamp: (.....)

Date:

Signature of the Authorized Official from the Bank

9. **Fall clause: Blank.**

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

11. **Risk & Expense clause: Blank**

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. **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 interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

14. **Quality Assurance:**-Blank

15. **Inspection Authority:-The Inspection will be carried out by the consignee.** The mode of Inspection will be Departmental Inspection.

16. **Warranty: –**

a. The following Warranty will form part of the contract placed on the successful Bidder i. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or

15 months from the date of shipment/despatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

ii. to iv. **Blank**

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, both technically and commercially.
 - b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - i) In case where only Indian Bidders are competing, L-1 bidders will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Novroi/entry tax, etc on final product, as quoted by bidders.
 - ii) Sales tax and other local levies, i.e. Novroi, entry tax etc would be ignored in case of indigenous Bidders.
 - c) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 10 %. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

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d) 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.

e) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format (to be used for L-1 determination)**:-The Price Bid Format in general is given below and bidders are required to fill this up correctly with full details, as required under Part-II of RFP(The format indicated below is only as an illustration. This format should be filled up with items/requirements as mentioned in Part-II of RFP).

a) Basic cost of the item/items:

	<u>Item</u>	<u>Unit</u>	<u>price</u>	<u>Qty</u>	<u>Total</u>
i.	A				
ii.	B				
iii.	C				
iv.	Total of Basic Price				

b) Accessories.

c) Installation / Commissioning

d) Training

e) Technical literature

f) Tools

g) AMC

h) Any other requirement

Note: Determination of L1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/state/Local governments such as excise duty, VAT, Service Tax, Novroi/entry tax, etc on final product) of all items/requirements as mentioned above.

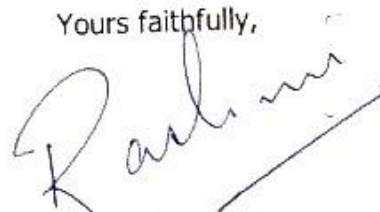
Cont....15/-

3. **Additional information in Price Bid on taxes and duties (not in scope of L1 determination)**

- (b) If yes, mention the following –
 - i) Total value of items on which Excise Duty is leviable:
 - ii) Rate of Excise duty (item-wise if different ED is applicable):
 - iii) Surcharge on Excise duty, if applicable?
 - iv) Total value of excise duty payable:
- (c) Is Excise Duty Exemption (EDE) required:
- (d) If yes, then mention and enclose the following:
Excise notification number under which EDE can be given:
- (e) Is VAT extra?
- (f) If yes, then mention the following:
 - i. Total value on which VAT is leviable:
 - ii. Rate of VAT:
 - iii. Total value of VAT leviable:
Cont...15/-
- (g) Is Service Tax extra?
- (h) If yes, then mention the following:
 - i. Total value of Services on which Service Tax is leviable:
 - ii. Rate of Service Tax leviable:
 - iii. Total value of Service Tax leviable:
- (j) Is Custom Duty Exemption (CDE) required?
- (k) If yes, then mention the following-
 - i Custom notification number under which CDE can be given(enclose a copy)
 - ii CIF value of stores to be imported
 - iii Rate of Customs Duty payable
 - iv Total amount of Customs Duty payable
- (l) Novroi/Entry taxes
- (m) Any other taxes/duties

Thanking you.

Yours faithfully,



(Rashmi Sharma)
Dy Commandant
Logistics Officer
for Commanding Officer