Tele : + 91 - 11 - 23381345
Fax : + 91 - 11 - 23385820
E-mail: dte-log@indiancoastguard.nic.in

Coast Guard Headquarters
National Stadium Complex
New Delhi - 1100 01

Reply should be addressed to
the Director General

Quoting: CGHQ/TE/CL/5890/2018-19 27 Aug 18

INVITATION OF ONLINE BIDS FOR CONCLUDING OF RATE CONTRACT (RC) FOR PROCUREMENT OF SHOES BLACK PATENT LEATHER FOR A PERIOD OF 03 YEARS ON FIXED PRICE RFP NO. CGHQ/TE/CL/5890/18-19 DATED 24 AUG 18

Sir,

1. "**Online bid**" **(Under OTE basis)** from manufacturing firm **Registered/Approved vendors/firm** is invited by the **Directorate of Logistics, Coast Guard Headquarters** for supply of items listed in **Part II** of this RFP. **Manual bids shall not be accepted. Tenders from black listed/ banned firms shall not be accepted.** Tender document can be viewed and downloaded from **Indian Coast Guard web site www.indiancoastguard.gov.in (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule given in CRITICAL DATE SHEET** mentioned below:-

CRITICAL DATE SHEET

SL.NO.	DESCRIPTION	DATE & TIME
(a)	Published Date	27 Aug 18 (1600 HRS)
(b)	Bid Document Download / Sale Start Date	27 Aug 18 (1700 HRS)
(c)	Clarification Start Date	27 Aug 18 (1700 HRS)
(d)	Clarification end date	03 Oct 18 (1000 HRS)
(e)	Pre-bid meeting	05 Sep 18 (1100 HRS)
(f)	Bid submission start date	28 Aug 18 (0900 HRS)
(g)	Bid Document Download / Sale End Date	03 Oct 18 (1700 HRS)
(h)	Bid Submission End Date	03 Oct 18 (1100 HRS)
(j)	Technical Bid Opening Date	09 Oct 18 (1500 HRS)
(k)	Opening of Commercial Bids	Will be intimated in due course after technical evaluation by TEC

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

The Director General
(For Principal Director Logistics)
Coast Guard Headquarters
National Stadium Complex, New Delhi-110001
Dy. Director (Log-NS)
Tele: 011-23381345, Fax: 011-23385820
Email: dte-log@indiancoastguard.nic.in

3. This RFP is divided into five Parts as follows:

(a) Part I- Contains General Information and Instructions for the Bidders about the RFP such as the time, place of 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) 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 Online Price bids.

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

5. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of Terms/ conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard.

6. Bid documents may be scanned with 100 dpi with black and white option, in PDF format which helps in reducing size of the scanned document.

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

Yours faithfully,

(NUPUR KULSHRESTHA)
COMMANDANT
JT. DIRECTOR (LOG-NS)
FOR DIRECTOR GENERAL

Encl: Encl-1: Coast Guard specifications CGHQ/PDLOG/01/2017
SHOES BLACK PATENT LEATHER DATED 30 MAR 17 (15 pages including cover page)

Part I – General information

1. **Last date and time for depositing the online bids:- As per Critical Date Sheet.** The online Bids (both technical and Commercial, in case two bids are called for) should be uploaded as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids**: Online Technical 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. Samples and EMD to be deposited '**MANUALLY'** at addressed mentioned in para 2 ibid.

3. **Time and date for opening of Bids**: **As per Critical Date Sheet** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer)**.**

4. **Address for submission of sample and EMD:** At Coast Guard Headquarters premises (Guard Room).

5. **Place of opening of the Bids:** Coast Guard Headquarters, New Delhi.

6. **Two-Bid system**:

(a) The case is being processed on two-bid system and, the technical bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical Bid based on requisite documents received online by the tenderers will be carried out by a board of officers. The details of firms found compliant after TEC evaluation will be uploaded on the Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app).

(b) The Commercial Bids of only those Bidders whose technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through Central public Procurement Portal (https://eprocure.gov.in/eprocure/app).

7. **Location of Tender Box.** Tender box marked as '**DIRECTOR OF LOGISTICS TENDER BOX'** is kept near the guard room. Following guidelines may be followed while submitting requisite physical documents as indicated in the RFP. **No technical and commercial bids will be dropped in the Tender Box except those mentioned at Para 2 above**.

8. **Forwarding of Bids**

(a) The documents and samples specified in para 2 to be deposited physically as per instructions above. The technical bids shall not be accepted if these documents are not received prior to bid opening.

(b) The Technical and Commercial bids will be submitted '**online only'** less documents mentioned at para 3 of part II of RFP.

(c) The physical receipt of specified documents shall be mandatory prior to bid opening date & time mentioned at critical date sheet.

(d) The non receipt of the physical documents shall result in rejection of bid.

(e) Only those documents specified in the tender documents and found in the tender box will be opened.

(f) Physical documents as specified in case dropped in the wrong Tender Box will be rendered invalid.

(g) The envelope containing the requisite physical documents should be addressed at the **Director General (for Principal Director of Logistics), Coast Guard Headquarters, National Stadium, New Delhi- 110 001**. The requisite physical document may be sent by hand/post/speed post/ Courier. However, it is the sole responsibility of the Tenderer to ensure requisite physical documents are received in the buyer's office prior to bid submission end date. The buyer by no means will be responsible for any delay in receipt of requisite documents.

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

(j) The Technical bid and Commercial bid should be submitted **ONLINE** by the Bidders duly digitally signed by the legal owner of the firm or the person authorized by him to do so.

9. **<u>Clarification regarding contents of the RFP</u>:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing by the clarifications as per critical date sheet at address at mentioned above.

10. **<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. EMD (in case) submitted in physical form shall be returned offline. However, the cost of the tender will not be refunded to the firm.

(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.

11. **<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.

12. **<u>Rejection of Bids</u>:** 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. **<u>Unwillingness to quote</u>:** Bidders unwilling to quote should ensure that intimation to this effect reaches by fax/e-mail 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. **<u>Validity of Bids</u>.** The Bids should remain valid for **210 days** from the date of opening of tenders from the last date of submission of the Bids.

15. **<u>Earnest Money Deposit</u>:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **₹ <u>3,00,000.00 (Rupees Three lakh only)</u>** in favour of "PCDA(N), Mumbai". The EMD may be submitted **"<u>manually</u>"** on or before opening of technical bid 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-13 (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 for the same item/ range of products / goods or services with the Central Purchase Organization, 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. Hard Copy of original instruments in respect cost of earnest money be delivered to the Director General, Coast Guard Headquarters, National Stadium, New Delhi- 110 001 on or before bid opening date/time as mentioned in critical date sheet.

16. **<u>Pre-Bid Vendor Conference</u>**: To bring interested vendors at par, a pre bid meeting will be held at 1100 hrs, Room no. 44, Coast Guard Headquarters, New Delhi on **<u>05 Sep 18</u>**. The contact person Commandant Nupur Kulshrestha, Joint Director (Log) at tele no. 011-2338 1345 at Directorate of Logistics, Coast Guard Headquarters, New Delhi is to be contacted for details. A maximum of two representatives of vendor would be permitted to attend the conference. Vendor willing to participate in the conference may confirm their nomination by 31 Aug 18 to JD (Log-NS) on telephone 011-23381345, telefax 011-23385820.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements** –

Rate Contract is a standing offer between the Buyer and Seller for supply of the items during the Contract Period. The quantities indicted in the advertisement and Part II of this RFP is indicative and is subject to change at the time of ordering. It is the sole discretion of the Buyer to place orders as required against the Rate Contract and it is not binding on the Buyer to place orders for quantities indicated in this RFP. List of items for which the Rate Contract is being concluded is as follows:-

Name/Type of item/services/description of stores Qty required

Sl.	Description	Patt No. and size	Deno	Tentative Requirement per Annum	Consignees
(a)	SHOES BLACK PATENT LEATHER	CNCMT-PSF0032 to PSF0038 (Size 6 to 12)	Prs	8155	CGSD (MBI), CGSD(CHN), CGSD(PDP), CGSD(KOC), CGSD(PBD) and RSD(PBR)

2. **Fixed Price Contract:** The price quoted by the firm should be fixed for contract period of 03 years (further extendable as per regulations in vogue).

3. **Technical Details**.

(a) As per specifications mentioned below (placed at enclosures):-
(i) Encl-1: Coast Guard specifications CGHQ/PDLOG/01/2017 SHOES BLACK PATENT LEATHER dated 30 Mar 17 (15 pages including cover page)

(b) With regard to feel/finish and quality of workmanship, the sample held with PD(Log) at CGHQ, New Delhi will be available for visual inspection upon specific request. All clarifications required on the specifications are to be addressed to DD (Log-NS) by any of the following methods:-

(i) Designation of contact person: JD (Log-NS)
(ii) Telephone number : 011-22381345
(iii) Email id: pdlog@indiancoastguard.nic.in
(iv) Fax No.:011-23385820

(c) The above specification contains material and manufacture process of the item. However, the overall feel, finish, workmanship, and aesthetic looks of the **Shoes Black Patent Leather** is also one of the criteria for evaluation of the Technical-bid Samples by the TEC. Participation in this tender would be construed as automatic acceptance of the decision of the TEC on this matter.

(d) The following is to be imprinted in indelible ink at tongue of Shoes Black Patent Leather (during bulk production only):-

(i) Property of Indian Coast Guard
(ii) Firm's Name
(iii) Batch no/year of manufacture
(iv) Order No
(v)

4. **Online submission of Two-Bid System** – The case is being processed on two-bid system and, only the Technical Bid would be opened online at the time and date mentioned in Critical Date Sheet. **No price should be indicated in the Technical Bid**. Date of opening of the Commercial Bid will be intimated after Technical evaluation. Commercial Online bids of only those firms will be opened; whose Technical bids are found compliant/suitable after Technical evaluation is done by the Buyer. The Bids will be submitted in the following manner:-

(a) **Online Cover-I**. Cover-1 will contain the following documents for Technical Bids which should be scanned and uploaded in PDF format and **will be submitted online**:-

(i) Self attested copy of valid ISO certification for their manufacturing/production facilities issued by agency who is registered with Quality Council of India.

(ii) Signed and scanned copy of Demand draft/PO in favour of the PCDA (N), Mumbai of **₹ 3,00,000/- (Rupees Three lakh only)** as EMD amount or copy of valid registration certificate regarding the firm's registration with Govt organisation/ NSIC, for exemption of EMD. EMD to be submitted **MANUALLY** on or before bid submission end date.

(iii) (aa) Technical Compliance matrix to be filled up by the vendors as per **Appendix 'A'** of RFP.

(ab) Self attested and scanned copy of supply orders executed successfully by the firm to PSU or Govt. department in past two years for turnover of ₹ 30 lakhs (Rupees Thirty lakh only) and above.
(ac) Abstract to be filled up in **Appendix 'B'** of RFP and uploaded duly self attested.

(iv) **Signed & scanned copy of OEM:** The bidder should be preferably an OEM. In case bidder is not an OEM he should be in possession of agreement certificate that he is authorised to participate and bid on behalf of the OEM. In case the firm has outsourced the manufacturing process, the 100% acquisition/ MoU with manufacturing firm is required to be enclosed.

(v) Signed and scanned copy of Valid registration/permit of manufacturing unit issued from Ministry of Commerce/Ministry of Industries/concerned authorities.

(vi) Signed and Scanned copy of following undertaking:-

"I hereby accept the following: -
(aa) The terms and conditions of RFP as regards Quality Assurance, Delivery Period, Inspection Clause, Consignees, Validity of bids, PBG and payment terms.
(ab) Product of lower specification than Tendered shall NOT be offered.
(ac) No hazardous and harmful chemicals like Azo dyes, Chlorinated phenols PCP/ TCP/ TeCp, Phthalates, Organotins (TBT/ DBT/ MBT) Lead, Cadmium and Nickel free etc shall be used on any of the products/ raw material during manufacturing.
(ad) Prior finalization of contract, capacity verification of my manufacturing unit shall be undertaken by the experts. The charges towards the same shall be paid by my firm."

(vii) Signed & Scanned Copy of
(aa) Income Tax Return for last assessment year.
(ab) GST Certificate. (ac) PAN No.

(b) **Online Cover-II**. Commercial bid in the form of **BoQ.xls** (Bill of Quantities) will be **submitted online** as Cover-II.

Note: (i) Signed & scanned copy of Technical Bids should be uploaded by Bidder under their original memo / letter pad.
(ii) Failure to submit any of above documents will render the bid invalid
(iii) EMD, Sample and DD for lab test charges are be submitted manually on or before tender opening date.

(d) **Tender Sample:** Three pairs tender sample of **Shoes Black Patent Leather as per specifications mentioned in para 3 (a) above must be offered along with the Technical bid**. Sample must conform to all the parameters as per enclosed specifications. **The bidders are to attach a DD in the name of "PPDC Meerut" for an amount of ₹ 21,240.00 (Rupees Twenty one thousand two hundred forty only) including GST @ 18% as testing charges to be submitted "manually" on or before tender opening date**. Bids received without samples and DD will be rejected outright.

(e) The firms are to fill and sign the Specifications Compliance Evaluations Matrix and Vendor compliance Evaluation Matrix placed at **Appendix 'A' and 'B' respectively** and the same are to be submitted along with all supporting documents with the Technical Bid.

(f) Technical bid evaluation will be undertaken independently by this organization, by a Board of Officers (TEC) constituted for the purpose. The sample can be subjected to field trials by TEC. The decision to disclose reasons for acceptance/rejection as submitted by the TEC in their evaluation report would be at the sole discretion of the buyer.

5. **Pilot Sample** – The firm with whom Rate Contract is concluded would be required to submit **08 Prs** of **Shoes Black Patent Leather (Size -9)** manufactured strictly as per specified quality as Pilot Samples for evaluation to accord Bulk Production Certificate (BPC) within 30 days of conclusion of Rate Contract. One pair of the pilot sample submitted may be subjected to the lab tests/ field trials as well as evaluated for overall aesthetics and quality of feel/finish prior to accord of **BPC.** The charge of which shall be borne by the supplier. A pair each of the approved Pilot Samples would thereafter be forwarded to each of the consignee for reference during Acceptance Test Procedure (ATP) indicated at Para 8 below. In addition during the inspection, the consignee (on recommendation by the board of officers) may conduct the lab test prior acceptance of the consignment. The charges towards the same shall be borne by the supplier only if found ambiguous to the approved sample sent by CGHQ (Pilot sample).

6. *Delay/Lead Time caused due to need for submission of revised Pilot Sample in the case of non-adherence of first Pilot Sample, would be considered as delay attributable to the vendor and would be liable for applicability of LD Clause as per prevalent regulations. The vendors would thereof, be well advised to ensure compliance accordingly.*

7. Delivery Period – The order will be placed by the DDO's on as required basis. The delivery for supply of items against each order would be within **120 Days** from the effective date of each order. Delivery would be construed to take place upon the acceptance by the respective consignees. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause. In addition during the inspection, the consignee (on recommendation by the board of officers) may conduct the lab test prior acceptance of the consignment. The lab test charges for Pilot sample will be borne by the supplier. The time taken for lab testing of the sample prior acceptance by the consignee shall be included in the Delivery Period and no waiver shall granted for the same. **The supplier is to offer the items for inspection well in advance of the expiry of delivery period to cater for transit time, inspection lead time and issue of Inspection notes.**

8. **Bulk Supply Acceptance Test Procedure (ATP)** The **BPC** would be issued to each vendor against the conclusion of Rate Contract only once as per procedure mentioned Para 5 above. Subsequent to receipt of **BPC**, the supplies of bulk quantity against orders by the DDO's would have to be completed by the vendor within the indicated delivery period.

9. The ATP would involve supplies to be made against Self-Certification on the basis of Warranty/Guarantee Certificate and is to indicate that each item would be in conformance to the product quality, materials and workmanship consistency as per the approved Pilot Sample. The items would be liable to be, checked for the same by drawing samples at the consignees end/ contractor's premises as per approved sample by CGHQ. In case of any ambiguity, the consignees can carry out the lab test at the cost of the supplier. The lab test charges for samples drawn from bulk supply lots to be borne by the supplier only if found ambiguous by consignee to approved sample from CGHQ (Pilot sample).

10. The consignee depot might on the discretion of the board forward the samples for the testing at the government owned lab/ MSME Technology Development Centre (PPDC Meerut) /NABL accredited laboratories. The lab test charges for Pilot sample will be borne by the supplier. In case of samples drawn from bulk supply lots will be borne by the supplier if found ambiguous to the approved sample from CGHQ (Pilot Sample).

11. **INCOTERMS for Delivery and Transportation** - ("E" / "F" / "C" / "D" Terms). The definition of Delivery Period for this Supply Order will be local delivery at site of consignees.

12. **Consignee details**

The Officer-in-Charge
Coast Guard Store Depot (MBI)
Cheetah Camp SPDC Colony
Mankhurd, Mumbai – 400071
Tel: 022-25565368, Fax: 022-25558171
Email: cgsd-mum@indiancoastguard.nic.in

The Officer-in-Charge
Coast Guard Store Depot (CHN)
G.M. Pettai Road, Royapuram,
Chennai – 600 013
Tele: 044-23460471, Fax: 044-23460473
Email: cgsd-chn@indiancoastguard.nic.in

The Officer-in-Charge
Coast Guard Store Depot (PDP)
Paradip - 754 142, Odisha
Tele: 06722-220040 Fax: 06722-220140
Email: cgsd-pdp@indiancoastguard.nic.in

The Officer -in-Charge
Coast Guard Store Depot (KOC)
New Star Road, Mattancherry
Kochi-682 002, Kerala
Tele: 0484-2218460
Email: cgsd-koc@indiancoastguard.nic.in

The Officer-in-Charge
Regional Store Depot (PBR)
Port Blair-744102
Tele: 03192-233921Email: rsd-pbr@indiancoastguard.nic.in

The Officer-in-Charge
Coast Guard Store Depot (PBD)
Near RGT College
Porbander - 360 575, Gujarat
Tele: 0286-2210140 Fax: 0286-2210143
Email: cgsd-pbd@indiancoastguard.nic.in

13. **Inspection Authority**: The Inspection Authority for the order would be Coast Guard Headquarters at contractor's premises before despatch of items and officers deputed by Officer-in-Charge of respective Coast Guard Store Depot (Consignee). The details in this regard will be coordinated during the negotiation of the contract.

(a) **Stage 1 at Contractor's premises**- Seller would be required to provide all facilities at his premises for inspection by the Buyer alongwith MSME Technology Development Centre(PPDC Meerut) representative prior despatch of all items. All samples including Pilot samples provided the suppliers will be subjected to Lab test by the buyers and payment of the same will be borne by the suppliers. Inspection charges @ 1% of supply order placed + 18 % GST thereon shall be paid by the Seller. The same will be reimbursed by the DDO's alongwith payment of supplied item through CDA(N) subsequently.

(b) **Stage 2 at Consignee's premises**- In addition the stores will be inspected by a board of officers deputed by Officer-in-Charge of respective Coast Guard Store Depot (Consignee) against firms guarantee/warranty certificate and the pilot samples approved by CGHQ.

14. **Quantity** Quantities mentioned in RFP are subject to change at the time of ordering. No guarantee can be given as to the maximum quantity, which will be drawn during the period of contract. However, the value of the minimum drawl will not be less than **₹ 1,50,000/-** (Rupees One lakh thirty thousand only) for **Shoes Black Patent Leather**.

15. **Condition of Contract/Agreement**: The Rate Contract and all the supply order placed under it shall be governed by the General Conditions of Contract as detailed in Tender Terms & conditions containing various instructions to the tender quoting against the tender enquiry issued by the CGHQ, New Delhi.

16. **Direct Demanding Officer (DDO's)**.The direct demanding officers are as follows:-

(a) The Commander
{for CSO (P&A)}
Coast Guard Region (NE)
6th Floor, Schrachi Building
Synthesis Business Park
New Town, Rajarhat, Kolkata-700156

(b) The Commander
{for CSO (P & A)}
Coast Guard Region (West)
Worli Sea Face, Worli Colony
Mumbai – 400 030

(c) The Commander
{for CSO (P&A)}
Coast Guard Region (East)
Coovum River Mouth, Near Napier Bridge
Chennai – 600 009

(d) The Commander
{for CSO (P&A)}
Coast Guard Region (NW)
Sector-11, 7th Floor, Block No. 11 & 12, Udyog Bhawan
Gandhinagar-382017, Gujarat

(e) The Commander
{for CSO (P&A)}
Coast Guard Region (A&N)
Haddo Post, Port Blair – 744 102

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**: **Normally** the contract shall come into effect on the date of signatures of both the parties on the contract **except when some other effective date is mutually agreed to and specifically indicated / provided in 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-7, DPM-8 and DPM-9.

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 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. **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds in favour of "Director General Indian Coast Guard", 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. **Termination of Contract**: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (03 months) after the scheduled date of delivery.

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

(c) The delivery of material is delayed due to causes of Force Majeure by more than (06 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. **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. **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.

12. **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.

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) **In respect of Foreign Bidders: Blank**

(b) **In respect of Indigenous bidders: GST as applicable**

(i) **General:-**

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

2. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax 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 any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable to the Seller to obtain exemptions from taxation authorities.

3. Any changes in levies, taxes and duties levied by Central/State/ Local governments such as GST, 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.

4. Levies, taxes and duties levied by Central/State/Local governments such as GST, Octroi/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) **Customs Duty**: **NA**

(iii) **Excise Duty: NA**

(iv) **Sales Tax / VAT: NA**

(v) **Octroi Duty & Local Taxes**: Octroi exemption certificate will be provided with firm supply order.

1. 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 authorised 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.

2. 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.

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

Part IV – Special Conditions of RFP

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

1. **Performance Guarantee**:-

(a) **Indigenous cases**: The Bidder will be required to furnish a Performance Guarantee in favor of Director General Coast Guard 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:** NA

2. **Option Clause**: NA

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause:** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 30 % plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers:-** Part supply/ Part payment against delivery mentioned in para 7 of Part II of RFP is permitted subject to acceptance of material by consignee and on receipt of CRV and Inspection Note. **The delivery to a consignee should not exceed more than two lots.**

6. **Payment terms for Foreign Sellers:** NA

7. **Advance Payments**:- **No advance payment will be made.**

8. **Paying Authority**:

(a) Indigenous Sellers: Concerned CDAs of the DDOs. The payment of bills will be made on submission of the following documents 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) 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) Exemption certificate for Excise duty / Customs duty, if applicable.
(viii) Bank guarantee for advance, if any.
(ix) Guarantee / Warranty certificate.
(x) Performance Bank guarantee / Indemnity bond where applicable.
(xi) 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.
(xii) 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).
(xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
(xiv) User Acceptance.
(xv) Photo copy of PBG.

(**Note** – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

(b) **<u>Foreign Sellers</u> – Blank**

9. **<u>Fall clause</u>**: The following fall clause will form part of the contract placed on successful bidder:-

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate Supply Order is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the 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 Supply Order, the seller shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the Supply Order for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.
(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
(iii) Sale of goods such as drugs which have expiry dates.
(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority.

(c) Blank

10. **<u>Exchange Rate Variation Clause</u>**: NA

11. **<u>Risk & Expense clause</u>:**

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

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 100% of the contract.

12**.** **<u>Force Majeure clause:-</u>**

(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:** NA

14. **Specification**: As per Part II of RFP

15. **OEM Certificate**: The bidder should be essentially OEM who has the requisite Quality Management Systems (QMS) (ISO) for their manufacturing/ production facilities will be considered for evaluation. The QMS has to be certified by authorized agency that is registered with Quality Council of India and should be valid till date.

16. **Export License**: NA

17. **Earliest Acceptable Year of Manufacture**: The item should be of latest manufacture, conforming to the current production standard having 100% defined life at the time of delivery. The earliest acceptable year of manufacture will be the year of supply order. Life certificate is to be enclosed with the bill.

18. **Buyer Furnished Equipment**: NA

19. **Transportation**: Local delivery at site i.e **CGSD (MBI) at Mumbai, CGSD(CHN) at Chennai, CGSD(KOC) at Kochi, CGSD (PBD) at Porbandar, CGSD (PDP) at Paradip and RSD Port Blair at Port Blair**. Door delivery basis.

20. **Air lift:** The following Airlift clause will form part of the contract placed on successful Bidder - Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of an intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

21. **Packing and Marking**: As per packing and marking specified in specification.

22. **Quality**: The quality of the stores delivered according to the present Supply Order shall correspond to the technical conditions and standards valid for the deliveries of the same stores as per the Schedule Of Requirement and associated conditions as per Part II of 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 Supply Order shall be new i.e. not manufactured before 2016, and shall incorporate all the latest improvements and modifications to improve the quality. The Seller shall supply an interchangeability certificate wherein it should be mentioned that item would provide as much life as original item.

23. **Quality Assurance**: The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery. In addition to the above, following are also to be followed:-

(a) 08 Prs of **Shoes Black Patent Leather** as pilot sample manufactured strictly as per specified quality alongwith lab test report as per enclosures are to be submitted for inspection/approval immediately within 30 days prior conclusion of rate contract. The pilot samples submitted should be alongwith lab test report and sealed from Government owned lab/ MSME Technology Development Centre (PPDC Meerut).

(b) On award of contract, post approval of pilot sample one pair of each **Shoes Black Patent Leather** will be forwarded to the respective consignees as pilot samples to accept the material at their end.

(c) One pair of **Shoes Black Patent Leather** will be forwarded to the firm by CGHQ to undertake bulk production.

(d) Two pair of **Shoes Black Patent Leather** submitted shall be subjected to the lab test by the TEC, the expenditure towards the same shall be borne by the supplier. In addition, during the inspection of stores supplied against supply order placed by the DDO's, the respective consignee (on recommendation by the board of officers) may conduct the lab test prior acceptance of the consignment. The charges towards the same shall be borne by the supplier only if found ambiguous to the approved sample sent by CGHQ (Pilot sample).

24. **Inspection Authority**: The Inspection Authority for the order would be Coast Guard Headquarters at contractor's premises and officers deputed by Officer-in-Charge of respective Coast Guard Store Depot (Consignee). The details in this regard will be coordinated during the negotiation of the contract. In addition the stores will be inspected by a board of officers deputed by Officer-in-Charge of respective Coast Guard Store Depot (Consignee) against firms guarantee/warranty certificate and the pilot samples approved by CGHQ. The board of officers may conduct the lab test prior acceptance of the consignment. The charges towards the same shall be borne by the supplier only if found ambiguous to the approved sample sent by CGHQ (Pilot sample).

25. **Pre-Dispatch Inspection**: Seller would be required to provide all facilities at his premises for inspection by the Buyer along with lab representative deputed by buyer prior despatch of all items. All samples including Pilot samples provided by the suppliers will be subjected to Lab test by the buyers and payment of the same will be borne by the suppliers. Inspection charges @ 1% of supply order placed plus 18 % GST thereon shall be paid by the Seller. The same will be reimbursed by the DDO's subsequently.

26. **Joint Receipt Inspection**: **Blank**

27. **Franking clause:** –

(a) **In the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Supply Order alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order".

(b) **In the case of Rejection of Goods** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order."

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: -

(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/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during 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**

30. **Product Support**: **Blank**

31. **Annual Maintenance Contract (AMC) Clause**: **Blank**

32. **Engineering Support Package (ESP) clause**: **Blank**

33. **Price Variation (PV) Clause**: **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) 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 item wise based upon the cumulative lowest price quoted by the particular Bidder as per the Price bid Format provided as **BoQ.xls**. It is mandatory for the bidder to quote for all sizes of the shoe failing which the commercial bid shall be liable for rejection. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product, as quoted by bidders.

(ii) **Blank**.

(d) Deleted as per DPM-2009 amendment - 1/15 dated 10 Nov 15

(e) **Blank**.

(f) **Blank**.

(g) 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.

(h) 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.

(j) Any other criteria as applicable to suit for particular case.

2. **Price Bid Format**: The Price Bid Format in general is provided as **BoQ.xls** along with to this RFP. Bidders are required to fill this up correctly with full details, as required.

(a) The Commercial bid format is provided as **BoQ.xls** along with this tender document at **https://eprocure.gov.in.** Bidders are advised **to download this BoQ.xls** as it is and quote their offer in the permitted column. **Bidders are also to fill the duties & Taxes columns as applicable**

(b) Accessories. **Blank**
(c) Installation / Commissioning. **Blank**
(d) Training **Blank**
(e) Technical literature **– Blank**
(f) Tools **Blank**
(g) AMC - **Blank**
(h) Any other requirement- **Blank**

Note - Determination of L-1 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, Octroi/entry tax, etc on final product) of all items/requirements as mentioned above.

3. The bidders are required to **UPLOAD** following in the commercial bid:-

(a) Signed and scanned copy of Price bid undertaking (as Appendix 'C' to RFP).

(b) Schedule of price bid in the form of BOQ_XXXX.xls (attached in online-tender).

Appendix 'A'

TECHNICAL COMPLIANCE MATRIX BY THE VENDOR

(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bids submitted)

Sl. No.	Clause	Supporting Documents Required	Yes/No. Scan & upload applicable documents	Reasons for Non-compliance
01	Self attested copy of valid ISO certification for their manufacturing/ production facilities issued by agency that is registered with Quality Council of India.	Yes		
02	Technical Bids should be scanned and uploaded by Bidder under their original letter pad inter alias furnishing details.	No		
03	No price should be indicated in the Technical Bid else the same will be rejected summarily. See Para 3 of part II of RFP	No		
04	Signed and scanned copy of Demand draft/PO in favour of the PCDA (N), Mumbai of **EMD** for the amount of **₹ 3,00,000.00 (Rupees Three lakhs only)** as mentioned in Para 15 of Part I of RFP. To be deposited manually on or before tender opening date. Or Copy of valid Registration certificate regarding for exemption of EMD.	Yes		
05	Self attested and scanned copy of supply orders executed successfully by the firm to PSU or Govt. department in past two years for turnover of ₹ 30 lakhs (Rupees Thirty lakh only) and above. Abstract to be filled up in **Appendix 'B'** and upload duly self attested.	Yes		
06	**<u>Signed & scanned copy of OEM:</u>** The bidder should be preferably an OEM. In case bidder is not an OEM he should be in possession of agreement certificate that he is authorised to participate and bid on behalf of the OEM.			
07	Signed and scanned copy of Valid registration/permit of manufacturing unit issued from Ministry of Commerce/Ministry of Industries/concerned authorities.	Yes		
08	Signed and Scanned copy of following undertaking:-	Yes		
		Yes		
	"I hereby accept the following: -	Yes		
	(aa) Certificate of acceptance of all terms and conditions of RFP such as delivery period, validity of Bids, Payment terms, Inspection clause, Quality Assurance, Octroi clause, Warranty/Guarantee etc. on firm's letter head. (ab) Product of lower specification than Tendered shall NOT be offered. (ac) No hazardous and harmful chemicals like Azo dyes, Chlorinated phenols PCP/ TCP/ TeCp, Phthalates, Organotins (TBT/ DBT/ MBT) Lead, Cadmium and Nickel free etc shall be used on any of the products/ raw material during manufacturing. (ad) Prior finalization of contract, capacity verification of my manufacturing unit shall be undertaken by the experts. The charges towards the same shall be paid by my firm."	Yes		
09	Signed and scanned copy of :-	Yes		
	(a) Income tax return for last assessment year	Yes		
	(b) GST Regn. Certificate to be scanned and uploaded	Yes		
	(c) PAN Regn. Certificate to be scanned and uploaded	Yes		
10	**<u>The bidders are to attach a DD in the name of "PPDC Meerut" for an amount of ₹ 21,240.00 (Rupees Twenty one thousand two hundred forty only) including GST @ 18% as testing charges</u>**. DD to be submitted "manually" before tender opening date. Bids received without samples and DD will be rejected outright	Yes		
11	Three pairs tender sample of **Shoes Black Patent Leather as per specifications mentioned in para 3 (a) of Part II of RFP must be offered along with the Technical bid** and to be submitted before tender opening date.	Yes		

<u>Note:</u> Bidders are requested to refrain from attaching additional unwanted documents.

PERFORMA FOR PERFORMANCE STATEMENT OF THE VENDOR

The details of supply orders appended below should be for **Shoes only** as mentioned in Para 1 of Part II of RFP.

Sl. No.	Supply Order Number	Organisation to which supplied	Total Quantity ordered	Specified date of delivery as per supply order	Actual Date of delivery	Amount of Contract (in Rs)
a						
b						
c						
d						
e						
f						
g						
h						
j						
k						
l						

\- -

(Signature of the firm's authorized rep

With seal

<u>Appendix 'C'</u>

<u>PRICE BID UNDERTAKING</u> (To be given on firm's letter head)

To,

Dear Sir/Madam,

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

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to supply items at the rates as indicated in the price Bid, with taxes as mentioned therein.

4. The rates have been quoted in Indian Rupee only.

5. The rates are inclusive of Accessories. Installation / Commissioning, Technical literature , Tools, Any other requirement(**As per specifications)**

6. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

7. The payment shall be made to the Firm at Bank Account as per ECS mandate (maintained in India only) by way of ECS/RTGS after deducting the TDS as applicable.

8. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Yours Faithfully,

Signature of authorized
Representative