



Controller of Procurement

Material Organisation (Mumbai)

L. B. S. Marg , Ghatkopar (West)

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Tender Enquiry for Foreign Items

TE No: **BPR/17BZ9C006**

Dated : **19 Jan 2018**

To,

**M/s NORTHROP GRUMMAN SYSTEM CORPORATION (N0013D)
1070 SEMINOLE TRAIL-(VA)-
CHARLOTTES VILLE
UNITED STATES
VIRGINIA - 22901
USA**

INVITATION OF BIDS

PROCUREMENT OF - INTEGRATED NAVIGATION SYSTEM

REQUEST FOR PROPOSAL (RFP) NO. :BPR/17BZ9C006 DATED 19 Jan 2018

- (1) Online bids under Single Tender Enquiry are invited by the Directorate of Procurement for procurement of Turbo LO Bilge Separator for INS Mumbai & Mysore class of ship as per SOR. The corresponding SOR and RFP can be viewed at www.eprocure.gov.in.
- (2) The address and contact numbers for seeking clarifications regarding this RFP are given below -
 - (a) Bids/Queries (Postal address) to be addressed to:
**THE CONTROLLER OF PROCUREMENT
MATERIAL ORGANISATION (MUMBAI)
L. B. S. MARG , GHATKOPAR (WEST)
MUMBAI - 400 086**
 - (b) Name/designation of the contact personnel: LT CDR RN MANHAS, DCPRO(E&SPL)
 - (c) Telephone numbers of the contact personnel for queries on submission of TE and gate passes: 022 25043111
 - (d) E-mail id of contact personnel: rnmanhas3108@navy.gov.in
 - (e) Fax number: 022 25158770
- (3) This RFP is divided into five Parts as follows:
 - (a) Part I - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) Part II - Contains essential details of the items/services required, such as the 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 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.

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- (5) You are requested to get registered on <http://www.eprocure.gov.in> for e-Procurement as in the near future. The procurement and related transactions will be done through internet.

Yours Faithfully,

For and on behalf of the President of India

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Sign of Tenderer :

Name of Tenderer : Sanjeev Sharma

Rank : Cmde

Dated : 24/01/2018 17:31:00

PART I - GENERAL INFORMATION

(1) Manner of depositing the Bids:

The bid will be submitted in the following manner:-

. Cover I.Commercial Bid will be submitted as Cover I and will consist of following and will be submitted online:-

. Commercial bid in the form of "BOQ" (Bill of Quantities)

(2) Time and date for opening of Bids:

13 Feb 2018 02:30 PM (If due to any exigency, the due date for opening of the Bid is declared a closed holiday, the Bid will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

(3) Forwarding of Bids:

(c) The Technical Bid and the Commercial Bid should be submitted "ON LINE" by the bidders duly digitally signed by the legal owner of the firm or the person authorized by him to do so.

(4) Clarification regarding contents of the RFP:

A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

(5) Modification and Withdrawal of Bids:

(a) The Bidder may modify (resubmit) his bid "On Line" after submission, as per the provisions available on the portal. No bids shall be modified after deadline for submission of bids.

(b) If the 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. Once the bid is withdrawn by any firm online, that firm will not be permitted to participate again in this tender.

(c) 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. Withdrawal of a bid during this period will result in forfeiture of Bidder's Bid security/EMD.

(6) 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.

(7) 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.

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(8) 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.

(9) Validity of Bids:

The Bid should remain valid for 03 Months from the last date of submission of the Bid.

PART II - ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

(1) Schedule of Requirements -

(a) List of items / services required is as follows:

IndLine	TELine	ItemDetails	Total Qty / Deno	Rate	HSN Code	Unit Cost (Rate x Qty)
1	1	EN0013D-512-03-JB DGPS	1 no			
		<u>Consignee</u> CWH(MB)	<u>Quantity</u> 1			

(2) Technical Details :

(a) AS PER ITEMS DESCRIPTION AND OEM TECHNICAL SPECIFICATION

(b) Technical details with technical parameters

(c) Requirement of training/on-job training

(d) Requirement of installation/commissioning

(e) Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials (SAT)

(f) Requirement of Technical documentation

(g) Nature of assistance required after completion of warranty

(h) Requirement of pre-site/equipment inspection

(j) Any other details, as considered necessary

(k) Form Fit and Function (FFF) certificate must be enclosed if the quoted item is different from the item requires as per RFP.

(3) Delivery Period :

Delivery period for supply of items would be 150 DAYS from the effective date of contract. 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.

(4) INCOTERMS for Delivery and Transportation :

('E' / 'F' / 'C' / 'D' Terms). Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Definition of Delivery Period is given below.

(g) C.I.P. Destination :- The date on which the delivery is effected at the destination mentioned in the contract.

(k) C.I.F. Port of Destination :- The date on which the goods actually arrived at the Destination Port.

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Note - The FAS, FOB & CIF terms of delivery are applicable for goods which are directly imported from foreign countries against the subject contract and not imported already by the Seller under its own arrangement. The CIP terms of delivery may be applied both for domestic as well as imported supplies.

(5) Consignee details :

CWH(MB)

Controller Warehousing(Mumbai)
Material Organisation,
Naval Store Depot,
Ghatkopar West,
Mumbai
Maharashtra

(6) Landing Officer :

- . For Consignments by Air - CWH (MBI)
- . For Consignments by Sea - EMBARKATION HQ, MUMBAI

PART III - STANDARD CONDITIONS OF RFP

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

(1) Law:

The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

(2) Effective Date of the Contract:

The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

(3) Arbitration:

All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

(4) Penalty for use of Undue influence:

The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any 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.

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(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 as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

(7) Non-disclosure of Contract documents:

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

(8) Liquidated Damages:

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

(9) 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 after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (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:

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.

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(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:

All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(15) Pre-Integrity Pact Clause:

An "Integrity Pact" would be signed between the Ministry of Defence/Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request). The essential elements of the Pact are as follows:

- (a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder")
- (b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation
- (c) A statement by each Bidder that it has not paid, and will not pay, any bribes
- (d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials) the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges
- (e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- (f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the Company's Chief Executive Officer".
- (g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - (i) Denial or loss of contracts.
 - (ii) Forfeiture of the Bid security and performance bond
 - (iii) Liability for damages to the principal and the competing Bidders.
 - (iv) And Debarment of the violator by the Principal for an appropriate period of time.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

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.

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(1) Performance Guarantee:

The Seller will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the order 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). Please note that the seller can unilaterally cancel the order if the buyer does not submit the PBG within the stipulated time mentioned above. This clause may not be applicable if the Total Order Value is less than Rs Two Lakhs.

(2) Payment terms for Foreign Sellers:

- (a) The payment will be arranged through Letter of Credit from Reserve Bank of India/State bank of India/any other Public Sector bank Bank, as decided by the Buyer, to the Bank of the Foreign Seller. The Seller will give a notification within a specified period about the readiness of goods. Letter of Credit is to be opened by the Buyer within _____ days on receipt of notification of readiness from the firm. The Letter of Credit will be valid for _____ days from the date of its opening, on extendable basis by mutual consent of both the Seller and Buyer.

(3) Advance Payments:

No advance payment(s) will be made.

(4) Paying Authority:

The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority, PCDA(Navy),Mumbai along with the bill:

(Name and address, contact details). Paid shipping documents are to be provided to the Bank by the Seller as proof of dispatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. Documents will include:

- (i) Clean on Board Airway Bill/Bill of Lading
- (ii) Original Invoice
- (iii) Packing List
- (iv) Certificate of Origin from Seller's Chamber of Commerce, if any.
- (v) Certificate of Quality and current manufacture from OEM.
- (vi) Dangerous Cargo certificate, if any.
- (vii) Insurance policy of 110% if CIF / CIP contract
- (viii) Certificate of Conformity & Acceptance Test at PDI, if any.
- (ix) Physio-sanitary / Fumigation Certificate, if any.
- (x) Performance Bond / Warranty Certificate

(5) Fall clause:

The following Fall clause will form part of the contract placed on successful Bidder -

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- (a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
- (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--
- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.
- (c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract - "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -".

(6) Risk & Expense clause:

- (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:-
1. Such default.
 2. In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.
- (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 value of the contract."

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(7) Force Majeure clause :

- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

(8) Specification:

The following Specification clause will form part of the contract placed on successful Bidder - The Bidder guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Bidder before supply to the Buyer. The Bidder, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (15) days of affecting such upgradation/alterations. Firm not quoted as per tender specification is liable to be rejected.

(9) OEM Certificate:

In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

(10) Export License:

The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

(11) Earliest Acceptable Year of Manufacture:

—

2018/LATEST Current Year. Quality / Life certificate will need to be enclosed with the Bill.

(12) Buyer Furnished Equipment:

The following equipment will be provided by the Buyer at his expense to the Seller:

(13) Transportation:

The following Transportation clause will form part of the contract placed on successful Bidder -

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- (a) CIF/CIP - The stores shall be delivered CIF/CIP Mumbai. Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller also has to procure marine insurance against the Buyer's risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The stores shall be delivered to the Buyer by Indian ships only. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The goods should be shipped by Indian vessels only. However, the Seller can still utilize the services of the MoD, Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/signed in case of import of Defence Stores being brought in commercial ships to Embarkation Head Quarters concerned well in advance before the Ship sails the port of loading:
- (i) Name of the Ship
 - (ii) Port of Loading and name of Country.
 - (iii) ETA at port of Discharge i.e. Bombay, Calcutta, Madras and Cochin
 - (iv) Number of Packages and weight.
 - (v) Nomenclature and details of major equipment.
 - (vi) Special instructions, if any stores of sensitive nature requiring special attention.
 - (vii) Contract No and Date

OR

OR

(14) 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.

(15) Packing and Marking:

The following Packing and Marking clause will form part of the contract placed on successful Bidder -

- (a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- (b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
- (c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

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- (i) Part Number :
- (ii) Nomenclature :
- (iii) Contract annex number :
- (iv) Annex serial number :
- (v) Quantity contracted :
- (d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.
- (e) The Seller shall mark each package with indelible paint in the English language as follows:-
 - (i) EXPORT -----
 - (ii) Contract No. -----
 - (iii) Consignee -----
 - (iv) Port / airport of destination -----
 - (v) Ultimate consignee -----
 - (vi) SELLER -----
 - (vii) Package No. -----
- (f) If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.
- (g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

(16) Quality:

The Quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past, if any. The Seller shall supply an inter-changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery. Pilot samples and samples for bulk lots will be subjected to the Lab Test by the buyers and payment of the Lab Tests will be borne by the suppliers.

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(17) Inspection Authority:

The Inspection Authority for the order would be DQA(N)/DQA(WP)/IHQ MoD(N)/AGAINST IMPORT DOCUMENT AND COC. The mode of Inspection at consignee's premises will be Departmental Inspection / User Inspection / Joint Inspection with details as follows : - INSPECTION OF SAID ITEMS ARE MANDATORY IN CASE OF INDIGENOUS ITEMS, INSPECTION WILL BE AGAINST OEM TECHNICAL SPECIFICATION / APPROVED DRAWINGS AND QAP. IN CASE OF IMPORTED SPARES INSPECTION WILL BE AGAINST IMPORTED DOCUMENTS. DECISION OF PROCUREMENT COMMITTEE WILL BE FINAL IN DECIDING INSPECTION MODALITIES. REQUIREMENT OF TYPE TESTING OR ESS TESTING, IF ANY, MAY BE INTIMATED BY THE FIRM / QA AGENCY PRIOR TO ORDER PLACEMENT. DECISION ON RE-IMBURSEMENT OF ANY SUCH CHARGES WILL BE TAKEN BY THE PROCUREMENT COMMITTEE.

(18) Pre-Dispatch Inspection:

The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder

- (a) The Buyer's representatives will carry out Pre-Despatch Inspection (PDI) of the stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in MoD website and can be given on request).
- (b) The Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The Buyer will send his authorised representative(s) to attend the PDI.
- (c) The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the Buyer at least _____(No of days) in advance to apply for the necessary authorisations and clearances to be granted.
- (e) The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country.
- (f) All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.
- (g) The Seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the Contract.

(19) Joint Receipt Inspection:

The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder

- (a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 120 days (for armament/ammunition)/ 90 days (for other than armament/ammunition) of arrival of good at the Port Consignee. JRI will consist of
 - (i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.
 - (ii) Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.
 - (iii) Check proof and firing, if required.
- (b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of fifteen (15) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated fifteen (15) days prior to the despatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

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- (c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be despatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

(20) Franking clause:

The following Franking clause will form part of the contract placed on successful Bidder -

- (a) Franking Clause 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 contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".
- (b) Franking Clause 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 contract."

(21) 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.

(22) Warranty :

- (a) The following Warranty will form part of the contract placed on the successful bidder -

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- (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 Supply Order 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 Supply Order. 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) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.
- (iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.
- (iv) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

(23) Product Support:

The following Product Support clause will form part of the contract placed on successful Bidder -

- (a) The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 07 years including 01 years of warranty period after the delivery of subject items.
- (b) The Seller agrees to undertake Maintenance Contract for a maximum period of _____ months, extendable till the complete Engineering Support Package is provided by the Seller.
- (c) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.
- (d) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.
- (e) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of 07 years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

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

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- (d) L-1 bidder will be determined on basic price by excluding levies, taxes and duties levied by Central/State/Local governments, etc on final product as quoted by bidders. No Custom Duty Exemption Certificate will be issued.

(2) Price Bid Format:

The under mentioned Commercial Bid format is provided as BoQ.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ.xls as it is and quote their offer in the permitted column. The Price Bid Format is given below and Bidders are required to fill this up correctly with full details: (As applicable)

- (a) Basic CIP/CIF, Mumbai Sea/Air Port cost of the item/items:

. Item Unit price Qty Total

(i) A

(ii) B

(iii) C

(iv) Total of Basic Price

- (b) Technical literature

- (d) Grand Total:

- (c) Any other item

ITEM EQPT, SPECIFICATION AND CHARACTERSTIC DETAILS

<u>TELNo</u>	<u>ItemCode</u>	<u>ItemDesc</u>
1	EN0013D-512-03-JB	DGPS

Equipment :

EN0013D-INS INTEGRATED NAVIGATION SYSTEM FOR INS DEEPAK

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