

REQUEST FOR PROPOSAL FORMAT
(Particulars of the Buyer issuing the RFP)

PROCUREMENT OF ITEMS FOR WELFARE MEASURES OF TROOPS FOR 172 INFANTRY
BATTALION (TERRITORIAL ARMY) MADRAS DEPLOYED
IN SOUTHERN GROUP OF ISLANDS

REQUEST FOR PROPOSAL (RFP) NO 1753/OTHER EQPT /JSMH/PRI DATED 04 JAN 2021

1. e-Bids are invited for supply of items listed in Part III of this RFP. Please mention the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

- | | |
|---|---|
| (a) Bids/queries to be addressed to: | Commanding Officer, 172 Inf Bn
(TA) MADRAS |
| (b) Postal address for sending the Bids: | The Commanding Officer
172 Inf Bn (TA) MADRAS
PIN- 934372
C/o 99 APO
Port Blair |
| (c) Name/designation of the contact personnel: | Commanding Officer, 172 Inf Bn
(TA) MADRAS |
| (d) Telephone numbers of the contact personnel: | 8900912172 |
| (e) e-Mail Address of contact personnel | : eksaathhdo@gmail.com |
| (f) Fax No. | : |

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 date, time, 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.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the e-Bids: 1000 Hrs on 12 Jan 2021.** The e-Bids (both technical and Commercial, in case two bids are called for) should reach by the due date and time online. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the e-Bids:** e-Bids submitted online from **05 Jan 2021**. Late tenders will not be considered. No responsibility will be taken for non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of e-Bids:** 0900 Hrs **12 Jan 2021**. (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. **Place of opening of the e-Bids:** Commanding Officer's Office, 172 Inf Bn (TA) MADRAS. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
5. **Forwarding of Bids:** Bids should be forwarded by Bidder under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e mail address of their office.
6. **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 e-Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
7. **Modification and Withdrawal of e-Bids:** A bidder may modify or withdraw his e-bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of e-bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
8. **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 on the email id eksaathdo@gmail.com The request for clarification will be given online 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.
9. **Rejection of e-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.
10. **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 e-Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
11. **Validity of e-Bids:** The e-Bids should remain valid till 90 days from the last date of submission of the e-Bids.
12. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 40,000/- (Rupees forty thousand only)** along with their e-bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final e-bid validity and latest on or before

the 30th day after the award of the contract. The e-Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. The details of the EMD should also be uploaded online without fail.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements** – Procurement of various items towards welfare and amenity measures of troops.

(a) Specifications, Technical details with technical parameters: The broad details of items/services required by the Buyer are given below-

Ser No	Items	AU	Qty	Rate (Rs)	Amount (Rs)
(a)	Commercial RO Plant Purification Capacity : 500 Ltr per hr 3 Stage Purification:- Sediment, Carbon and membrances	Nos	01		
(b)	Deep Freezer 320 Ltr	Nos	04		
(c)	IT Platform Foldable	Nos	20		
(d)	Plastic Dining Table	Nos	50		
(e)	Tactical (Vest) Cumouflage with Pithu	Pce	300		
(f)	Tactical Vest Black with Pithu and Water Bladder 2 ltr	Pce	20		
(g)	Tactical Net Polister with Cloth Camouflage Net 20 x 20	Pce	02		
(h)	3 Point Sling	Pce	300		

(b) Requirement of training / on job training : NA

2. **Terms of Delivery / Date of Delivery** :- To be delivered at 172 Inf Bn (TA) MADRAS, Birchgunj, Military Station, Port Blair.

3. **Consignee Details**:- “The Commanding Officer, 172 Inf Bn (TA) MADRAS, c/o 99 APO, PIN-934372.

PART III – STANDARD CONDITIONS OF RFP

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. **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

3. **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.
4. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/ Seller, other party shall not disclose the RFP or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
5. **Liquidated Damages**:- In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
6. **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 21 days 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 21 days 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.
7. **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.
8. **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.
9. **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.
10. **Taxes and Duties**:- If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
11. **Pre-Integrity Pact Clause**:- A Pre-Integrity Pact is concluded between Buyer and seller as per Form DPM-10 enclosed to Part II of this RFP.

PART IV – SPECIAL CONDITIONS OF RFP

1. **Inspection Authority**:- The Inspection will be carried out by at this office as nominated by Commanding Officer, 172 Inf Bn (TA) MADRAS. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.
2. **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-Dispatch 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 ___days (No of days) in advance to apply for the necessary authorizations and clearances to be granted.

(d) The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

(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. 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.

(f) The Seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the Contract.

3. **Joint Receipt Inspection:-**

(a) 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.

(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 dispatched 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.

4 **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.”

5. **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.

6. **Warranty:-** The following Warranty will form part of the contract placed on the successful Bidder – Except as otherwise provided in the invitation tender, the Seller hereby declares that the 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 01 yrs 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/art.

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 upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-

(i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

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

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

(e) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

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

(g) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of ____%. 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.

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

- | (a) | Basic cost of the item/items: | Item | Unit price | Qty | Total |
|-----|---|------|------------|-----|-------|
| | i. A ii. B iii. C iv. Total of Basic Price | | | | |
| (b) | Accessories | | | | |
| (c) | Installation / Commissioning charges | | | | |
| (d) | Training | | | | |
| (e) | Technical literature | | | | |
| (f) | Tools | | | | |
| (g) | AMC with spares | | | | |
| (h) | AMC without spares | | | | |
| (j) | Any other item | | | | |
| (k) | If Excise Duty extra? | | | | |
| (l) | If yes, mention the following – | | | | |
| | (i) Total value of items on which Excise Duty is liveable: ii. Rate of Excise duty (item-wise if different ED is applicable): iii. Surcharge on Excise duty, if applicable? iv. Total value of excise duty payable. | | | | |
| | (ii) Is Excise Duty Exemption (EDE) required. | | | | |
| (m) | If yes, then mention and enclose the following: i. Excise notification number under which EDE can be given. | | | | |
| (n) | Is GST extra? | | | | |
| (o) | If yes, then mention the following. | | | | |
| (p) | Total value on which GST is leviable: ii. Rate of GST: iii. Total value of GST liveable: | | | | |
| (q) | Is Service Tax extra? | | | | |

- (r) If yes, then mention the following:
 - (i) Total value of Services on which Service Tax is leviable:
 - (ii) Rate of Service Tax leviable:
 - (iii) Total value of Service Tax leviable:
- (s) Is Custom Duty Exemption (CDE) required:
- (t) If yes, then mention the following: i. Custom notification number under which CDE can be given (Enclose a copy): ii. CIF value of stores to be imported: iii. Rate of Customs Duty payable: iv. Total amount of Customs Duty payable:
- (u) Octroi / Entry taxes:
- (v) Any other Taxes / Duties / Overheads / Other costs:
- (w) Grand Total:
 - (i) Excluding AMC and spares
 - (ii) Including AMC with spares
 - (iii) Including AMC without spares.