

Telephone: 08382-231256

Reply should be addressed to
The Commanding Officer

INS Kadamba
Naval Base
Karwar - 581 308

RFP No.438/ 21/10/04/Sound System

16 Nov 16

M/s _____

REQUEST FOR PROPOSAL/ TENDER ENQUIRY

1. Sealed bids **on two Bid system** i.e. **Technical Bid and Commercial bid** to be submitted in separate sealed covers are invited for Band musical instruments and accessories in part II of this RFP. **Please superscribe 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 Bids or seeking clarifications regarding this RFP are given below:-

- (a) Bids/ queries to be addressed to: The Commanding Officer,
INS Kadamba
- (b) Postal address for sending the Bids: The Commanding Officer,
INS Kadamba, Naval Base
Karwar -581 308
- (c) Name/ design. of the contact personnel: Lieutenant Imtiaz Begam,
Oi/C LP Cell
- (d) Telephone numbers of the contact personnel: 08382-231253
- (e) e-mail ids of contact personnel:
- (f) Fax number: 0832-231250

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

- (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 Bidders.
- (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. Pre-Bid Vender Conference. A pre-Bid conference will be held at Conference Room, INS Kadamba, Naval Base, Karwar at **1500 hrs on 01 Dec 16**. In order to obtain requisite security clearance e, the vendors are to forward the following information with regard to the participants. The information is to be forwarded at-least one day prior to the Pre-Bid Conference date.

- (a) Name, Nationality, Age, Address and Contant Nos.

(b) Any other information relevant to the subject.

5. 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. Hirer 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 Bids:** the sealed Bids should be deposited/ reach by **1200 hrs on 08 Dec 16**. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in **Tender Box marked INS Kadamba kept at Main Gate** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or any delivery/ non-receipt of Bid documents. Bids send by FAX or email will not be considered. Technical and commercial Bids are to be sealed separately in envelopes with the RFP number and date marked on it.

3. **Time and date for opening of Bids:** The **Technical Bids** will be opened at **1530 hrs. On 08 Dec 16**. (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. **Location of the Tender Box:** **Main Gate , INS Kadamba, Naval Base, Karwar** (Only those Bids that are found in the tender box will be opened)

5. **Place of opening of the Bids:** The Bids will be opened in the **Conference Hall, INS Kadamba, Naval Base, Karwar**. The Bidders may depute their representatives, duly authorized in writing, to attended 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.

6. **Two-Bid System:** Date of commercial bid opening will be informed to those who qualifies the technical bid.

7. **Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/ CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. It requested that to pack the commercial and technical Bids separately and be send in one cover clearly marking the RFP number on top of the envelop.

8. **Clarification regarding contents of the RFP:** A prospective Bidder seeking clarification regarding the contents of the bidding documents shall notify to the Hirer in writing about the clarifications sought not later than 04 (four) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No

bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **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.

11. **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 demisted for the given range of items as mentioned in this RFP.

12. **Validity of Bids:** The Bids should remain valid till 90 days from the last date of submission of the Bids.

13. **Earnest Money Deposit:** EMD in the form of Account Pay Demand Draft/ Fixed Deposit receipt/ banker's cheque of Bank Guarantee in favour of Account Office (N), Karwar payable to Karwar is to be enclosed with the quotations. **The EMD amount of Rs. 30,000/-** and it should be valid for a period of 90 days beyond the final bid validity period. Quote without EMD liable to be rejected. The details of the EMD need to be mentioned in the bid/Quote for identification. 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 contractor.

Part II – Essential Details of Items/Services required:

1. This unit intends to purchase under mentioned items:-

SL	ITEM DESCRIPTION	BRAND	QTY
1.	Bb CLARINET, YCL-450 WITH CASE & CARD HOLDER	YAMAHA EQUIVALENT	01
2.	EUROLIVE B6150 ACTIVE 1500-Watt, 2 WAY SPEAKER WITH FLIGHT CASE	BEHRINGER EQUIVALENT	02
3.	E845 VOCAL MICROPHONE WITH HARD CASE & HOLDER	SENNHEISER EQUIVALENT	02
4.	MICROPHONE, SV100 WITH CASE & HOLDER	SHURE EQUIVALENT	02
5.	HEAD PHONE, HD 429 OVER EAR WITH HARD CASE & HOLDER	SENNHEISER EQUIVALENT	02
6.	MICROPHONE, WIRED MK 4 WITH HARD CASE & HOLDER	SENNHEISER EQUIVALENT	01
7.	MICROPHONE CABLE XLR (M) TO XLR(F) – 20 mtrs		08
8.	MICROPHONE CABLE XLR (M) TO JACK – 20 mtrs		10
9.	MICROPHONE CABLE JACK TO JACK – 15 mtrs		10
10.	GIUITAR STAND, MODEL -2213	NOMAD&NGS EQUIVALENT	02
11.	ORCHESTRA STAND W/FOLABLE DESK – BS 301B	HERCULES EQUIVALENT	15
12.	MUSIC STAND 3 SECTION WITH BAG BS 118BB	HERCULES EQUIVALENT	01
13.	ELCTRICAL GUITAR RG470MHZ MOL WITH FLIGHT CASE (GATOR)	IBANEZ EQUIVALENT	01
14.	ELECTRIC BASS,SR705-TRANSPARENT BLACK (BLACK ICE)	IBANEZ EQUIVALENT	01
15.	61 NOTE P KEYBOARD CASE GKPE-61-TSA	GATOR EQUIVALENT	01
16.	POD HT 500X GUITAR PROCESSOR WITH CASE AND ADAPTOR	LING 6 EQUIVALENT	01
17.	BASS PROCESSOR- WITH CASE AND ADAPTOR-ME50B	BOSS EQUIVALENT	01
18.	ELECTRIC GUITAR STRINGS, PRO STEEL,008-SET,EXTRA SUPER LITE, EPS530	D'ADDARIO EQUIVALENT	06

19.	BASS STRING, 5 STRING XL NICKEL, 045-130-SET EXL 170-5	D' ADDARIO EQUIVALENT	03
20.	SWITCH BOARD, 6 POINTS AND 6 FUSE EACH, 30 mtrs LENGTH WITH 3 CORE		02
21.	SWITCH BOARD, 8 POINTS WITH SWITCH AND 8 FUSE EACH, 15mtrs LENTH WITH 3 CORE		02
22.	MARCHING BATON (BLACK)		01
23.	CONDUCTOR BATON		02
24.	VE-20 VOCAL EFFECTS PROCESSOR WITH CASE AND ADAPTOR	BOSS EQUIVALENT	01

2. **Delivery/Installation Period:** Delivery/manufacturing period for supply of items would be 30 days from the effective date of supply order/contract. Please note that supply order/contracts 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.

**Technical Bids form for delivery of new instruments and accessories for
INS Kadamba Band, Naval Base, Karwar.**

SER	INSTRUMENTS	TECHNICAL SPECIFICATIONS
01	Bb Clarinet YCL-450	Key - 17 Keys ,6 Rings Barrel length - 65mm Thumb-Rest - Adjustable with strap ring Toneholes - System – Boehm - Type - Straight tone holes with tapered undercut Body - Grenadilla Key - Silver plated nickel silver Key - Bb
02	Power Speaker B6 15D 2 way 1500 watts with flight case	Item weight - 26 kg Product dimensions - 57.1 x 52.4 x 83.4cm Item model no. - B6 15D Voltage - 240 volts Wattage - 600 watts
03	Orchestra Stand	Brand - Hercules Folding Desk with page retainers Frictioning EZ angle ruler Quick – N- EZ retainer Quick – N – EZ height adjustment grip
04	Electric Guitar IBANEZ RG-470 with Freight Case	Neck type – Wizard III Maple neck Body – Mahogany Fretboard – Bound Rose wood fretboard w/white dot inlay Bridge - Std. DL tremolo bridge Neck – Pickup quantum(H) neck pickup (passive/ ceramic) Middle pickup - quantum(S) mid pickup (passive/ Alnico) Bridge Pickup - quantum(H) bridge pickup (passive/ ceramic) Hardware color - Black

05	Bass Guitar IBANEZ SR 705 with case	5-piece SR5 Jatoba/ bubinja neck Mohogany body Figured maple top 5- string Medium frets Accu-cost B25 bridge Bartolini MK 1-5 neck pu Bartolini MK 1-5 bridge pu Bartolini MK 1-3 band EQ
06	Guitar Processor with case	Brand/Line6 World class collection of HD Amps Professional grade backlit footswi Line6 POD HD500x guitar floor M More power and flexibility for total
07	Vocal effect processor with case	Specialized effects for vocalist including harmony, double track, dynamics, reverb, delay and more Create the total of 3 part harmonies and layer Real time pitch – correction tools Special FX, including Distortion, radio and strobe Phrase Looper with 38 sec (Mono) of recording time

. 3. **Technical Bid Form:-**

(a)	Registered with C.S.T	Yes/No
(b)	Registered with Service tax	Yes/No
(c)	Past experience with defence services/MoD in the past (Documentary proof to be attached such as SO/WO as applicable)	Yes/No
(d)	Whether the Instruments specifications required are met	Yes/No
(e)	All the spares of the Instruments are included in warranty	Yes/No
(f)	Should be OEM/OEM authorized rep. for supply of the said Instruments	Yes/No

Signature of Tenderer
Name in Block Letters
Capacity in which signed
Date

Stamp of the firm

- (a) Only those firms who have qualified the above requirements would be considered valid for Technical Bids.
- (b) Sufficient proof should be attached with technical bids for the above criteria.
- (c)

Terms of delivery: All Transportation Charges should be incurred by supplier.

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. **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).

3. **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.

4. **Liquidated damages:** In the event of the Seller's to submit the Bonds, Guarantees and Documents, supply the stores/ goods and conduct trials, installation of equipment, training services 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% to 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 delayed stores/services.

5. **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/air mail, addressed to the last known address of the party to whom it is sent.

6. **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.

7. **Taxes and Duties (In respect of indigenous bidders)**

(a) **General**

i. 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.

ii. If a Bidder chooses to quote a price inclusive of any duty/ tax and does not confirm inclusive of such duty/ tax and quantum of such duty/ tax included in the price. Failure to do so may result in ignoring of such offers summarily.

iii. Any change in any duty/ tax upward/ downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/ tax paid by the supplier. Similarly, in case of downward revision in any 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 relief's, exemptions, rebates, concession etc. if any obtained by the seller.

(b) **Sales Tax/ VAT**

i. If it is decide by the Bidder to ask for Sales Tax/ VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by Bidder or inclusive of Sale Tax and no liability of sales tax will be developed upon the hirer.

ii. On the Bids quoting sales tax extra, the rate and nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the seller at the rate at which it is liable to be assessed for as actually been assessed provided the transaction of sale is legally liable to sales tax and same is payable as per the terms of the contract.

(c) **Octroi Duty & Local Taxes**

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

ii. 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 Buyer without delay together with a copy of the relevant act or bylaws/ notification of the municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

Part IV – Special Conditions of REP

The Bidder is required to give confirmation of their acceptance of the 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 hirer, Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Option Clause**: The contract will have an Option Clause, wherein the hirer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

2. **Repeat Order Clause** - The contract will have a Repeat Order Clause, wherein the hirer can order up to 50% quantity of the items under the present contact within six months from the date of supply/ successful completion of this contact, 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.

3. **Payment Terms for Indigenous Sellers** – It will be mandatory for the Bidders to indicate their bank account numbers and other relevant payment details so that payments could be made through ECS/ EFT mechanism instead of payment through cheque, wherever feasible. A copy of the model mandate from prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents.

(a) The Seller will submit a bill in duplicate along with delivery challan. The payment will be made by PCDA (N), Mumbai within 45 days of submission of all relevant documents.

4. **Advance Payments:** No advance payments will be made for the items/ services being sought under REP.

6. **Warranty:** The firm should provide Warranty for the items supplied for minimum period of 12 months from the date of supply/ installation. It should also have the clause regarding replacement of item, if it becomes unserviceable or worn out/ broken before the expiry of Warranty period.

7. **Inspection:** The items/ equipment will be inspected/ trial of the equipment will be conducted by the unit staff in the premises of INS Kadamba. On completion of successful trial a user inspection certificate will be issued by the user's Dept.

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.

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

(c) Sales Tax and other local levies, i.e. Octroi, entry tax etc would be ignore.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise duty / VAT 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 entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise duty / VAT duty up to any value of supplies from them, they should clearly state that no excise duty will be charged

by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(e) 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.

(f) 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.

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

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details and adhere to the minimum wages at and gadget notification issued by the Central Government to time.

(a)	Items				
	Ser No	Items	Unit price	Qty	Total
	(i)				
	(ii)				
	(iii)				
	(iv)				
	(v)				
	(vi)				
		Grand Total			

Note: 1. Determination of L-1 will be done based on total of basic price (not including levies, taxes and duties levied by central/ State/Local Governments such as excised duties, VAT, Service tax, Octroi/ Entry tax, etc. on final products) of all items/ requirement as mentioned above.

2. Additional information in prices on taxes and duties (not in scope of L1 determination)

- (a) Is service taxes extra?
- (b) If Yes, than, mentioned the following:
 - (i) Total value of items
 - (ii) Rate of service tax leviable
 - (iii) Total value of service tax leviable

Certified that I/ We have read and understood the contents of RFP no. 438/21/10/4/Sound System dated 16 and agrees to abide the all terms and conditions set out therein.

Name of person signing and capacity in which signing with seal.

Sd/-xxxxxxx
(Sandeep Kumar)
Lieutenant
Oi/C LP Cell
For Commanding Officer

Copy to:
The Principal Controller of Defence Accounts (Navy)
No.1 Cooperage Road, Mumbai – 400 039