

## **TENDER ENQUIRY**

### **Particulars of the Buyer**

The Officer-in-Charge  
Naval Air Enclave(Scz)  
Old Airport Gate No. 8  
Near Kalina Military Camp  
Santacruz East  
Mumbai-400029

### **Contact Person**

Lt Cdr I Sivakumar  
Office No. 022-26157315  
Mob.- 9898066272

## **INVITATION OF BIDS FOR PROVISION OF OFFICE FURNITURE/ WORK STATION AT NAVAL AIR ENCLAVE(Scz), MUMBAI**

Request for proposal no. 329/Furniture/01 dated 16 Nov 17.

1. Online Bids through CPP Portal (Commercial Bid) are invited for Provision of Office Furniture/ work station at Naval Air Enclave(Scz), Mumbai are as listed in part II of this RFP.

2. Your bids may be submitted in CPP Portal([www.eprocure.gov.in](http://www.eprocure.gov.in)) by the due date. You may depute your representative to witness the opening of bids to the address mentioned below

The Officer-in-Charge  
Naval Air Enclave(Scz)  
Old Airport Gate No. 8  
Near Kalina Military Camp  
Santacruz East  
Mumbai-400029

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

(a) Part I- Contains General information and instruction for the Bidders about the RFP such as time, place of submission and opening to 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 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 reserve the right to withdraw the RFP, should it become necessary at any stage.

5. Pre bid meeting is scheduled to be held on **30 Nov 17 at 1100 hrs** and required to be compulsorily attended by suitable firm's representative.

**(Those have willing to attend Pre bid meeting are required to sent a passport size photograph along with copy of aadhar card two days in advance (excluding Saturday, Sunday & Holiday) from the scheduled date to obtain Air Port Entry Permit (Security Clearance) from the Bureau of Civil Aviation Security)**

## **PART I GENERAL INFORMATION**

1. **Last Date and Time for Depositing the 'T' & 'Q' Bids.** commercial bids should be uploaded by **06 Dec 17 at 1500 hrs** as per the provision provided in CPP portal. The responsibility to ensure that the bids uploaded by the due date and time lies with the bidder.

2. **Manner of depositing the Bids.** Commercial Bid is to be uploaded on CPP Portal.

3. **Time and date for opening of Commercial Bids.** **08 Dec 17 at 1100 hrs** If due to any exigency the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day, at the same time or on any other day/time, as intimated by the buyer.

4. **Location of the Tender Box.** NA. View Bids are accepted through online only.

5. **Place of opening of the Bids.** Naval Air Enclave (Santacruz)  
Old Airport Gate No. 8  
Near Kalina Military Camp  
Santacruz East  
Mumbai-400029

(The bidder may depute their representative, duly authorised 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 representative of all the bidders. this event will not be postponed due to non-presence of your representative)

6. **Two-Bid system.** NA

7. **Forwarding of Bids.** Bid should be uploaded by bidders under their original memo/letter pad inter alia furnishing TIN Number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP.** Bidder who require a clarifications regarding the contents of the bidding documents shall notify this office in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of bids. Copies of clarification by this unit 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 tot deadline prescribed for submission of bid. A withdrawal notice may be sent by fax but is 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 bid. No bid shall be modified after the deadline for submission of bid. No bid may be withdrawn in the interval between the deadline for

submission of bid 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. **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 of substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **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.

12. **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.

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

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. **2,54,500.00 (Rupees Two Lakh Fifty Four Thousand Five Hundred Only)** along with their bids. The EMD may be submitted in the form of an account payee demand draft, Fixed deposit receipt, Banker's Cheque or Bank guarantee from any of the public sector / nationalized banks would be accepted only. EMD is to remain valid for a period of forty five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance security from them as called for in the contract. EMD is not required to be submitted by those bidders who are registered for the same item/range of products/goods or services with the central purchase organization (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.

**EMD Amount should be forwarded to below mentioned address:-**

**The Officer-in-Charge  
Naval Air Enclave(Scz)  
c/o Fleet Mail Office  
Mumbai-400 001**

15. **Tender Fee.** Tender cost for a sum of **Rs. 250/- (Demand Draft)** be drawn in favour of The Officer-in-Charge Naval Air Enclave(Scz) and submitted to above quoted address.

## **Part II: Essential details of items / services required**

1. **Schedule of requirement.** List of items / services required is as follows:-

<b><u>Sl</u></b>	<b><u>Items Description</u></b>	<b><u>Qty</u></b>	<b><u>Deno</u></b>
1	<b>VISITORS CHAIRS STAFF</b>	91	Nos
	Medium Back Chair Back Ht-80cm x W-55cm x Depth-60cm) with arm rest, gas filled, telescope below, knee synchro lift mechanism, twin castor wheels with polyurethane foam with fabric cover and powder coating on metal. Colour - Black		
2	<b>VISITORS CHAIRS OFFICERS</b>	36	Nos
	Medium Back Chair – Chair Size Back Ht – 540 x W – 470mm x Depth – 465 with Min-Max Ht (465-535mm) & seat cover cushion upholstered in fabric with easy adjustment regular height of chair relative to floor. Back reclines at A2 to 1 ratio to seat. Colour- Black.		
3	<b>EXECUTIVE CHAIRS</b>	13	Nos
	High Back (Back Ht – 109cm x W-76cm x Depth-76cm) with neck rest, arm rest, gas filled, telescope below, knee synchro lift mechanism, twin castor wheels with polyurethane foam with fabric cover or net / mesh material and powder coating on metal. Color black.		
4	<b>EXECUTIVE TABLE</b>	13	Nos
	Executive table (Size 5'-0" x 2'6") counter made out of 25mm thick counter top water proof board with 1.0mm thick laminated on all exposed surfaces other external surfaces shall be polished with two melamine hand polish. Pedestal unit with 3 lockable drawers shall be provided with the executive table with all necessary hardwares.		
5	<b>OFFICE TABLE</b>	17	Nos
	Office table size 390 x 435 x 529cm counter made out of 25mm thick top and 1 mm thick lamination on all exposed surfaces other external surfaces shall be polished melamine polish, pedestal unit with 2 lockable drawers shall be provided with the necessary hardwares.		
6	<b>OFFICE CHAIRS</b>	21	Nos
	High Back Chair Size (Seat – W-510, D-470mm) & (Back H-650, W-540mm), Height Min -530 & Max-620, Gas height adjustment with central tilting with single locking mechanism & armrest with padding & chrome base. The design of back with 6 lining stich. Quick and easy adjustment regulated height of chair relative to floor. Look our tilt function when chair is in upright position. It should have leatherette upholstery with PU memory foam in complete chair seat & back. Colour black.		
7	<b>COMPUTER TABLE</b>	40	Nos
	Computer table made with 19mm thick ply finished with 1mm thick laminate over it on all and other exposed edges to be finished with melamine polish. Sliding shutters shall be made out of 8.0mm thick water proof ply with 1.0mm thick teak wood/hardwood lipping hinges handles, locks latches etc. all complete size shall be (3'6" X 1'6"x2'3").		
8	<b>SOFA 3 SEATER</b>	22	Nos
	Sofa 3 seater of size 6' x 1'-6" x 1'-6" made out of TW frame with cushioned seat made out of 3" the foam covered with fabric of good quality/shade approved. The outer surface of the settee shall have 1mm thick laminate over board with TW lipping at all cut edges duly polished. The inner surface shall be enamel painted over primer coat. Side hand rest shall have same fabric.		
9	<b>SOFA 1 SEATER</b>	49	Nos
	Sofa 1 seater of size 3'-5" x 1'-6" x 1'-6" made out of TW frame with cushioned seat made out of 3" the foam covered with fabric of good quality / shade approved. The outer surface of the settee shall have 1mm thick laminate over board with TW lipping at all cut edges duly polished. The inner surface shall be enamel painted over primer coat. Side hand rest shall have same fabric.		

10	<b>CENTER TABLE</b>	<b>24</b>	<b>Nos</b>
	The table top shall be constructed out of 18mm thick fabric of seasoned hardwood flush jointed planks. The legs shall be of size 3" x 3" with the 2" X 18mm frame. The bottom shelf shall be made of 16mm (thickness) x 50mm (wide) hardwood planks with suitable gap between the planks. All visible area will be in sheesham wood and inside and back will be in mdf/ply board etc. The wood shall be treated and kiln dried. All the wood joints are joined with adhesive of D3 grade and the adhesive shall be water resistant to BSEN204.		
11	<b>SIDE TABLE</b>	<b>6</b>	<b>Nos</b>
	Wooden corner table :- The table top shall be constructed out of 16mm seasoned hardwoods with center glass of 6mm thick suspended on four sides up to 200mm on each side. The wood shall be fully treated and seasoned solid wood the wood shall be treated and kiln dried. All the wood joints are joined with adhesive of D3 grade and the adhesive shall be water resistant to BSEN204 group D3 ensuring bond security under adverse conditions. The polish shall be non-water based stain polish with melamine finish for longer life and smooth finish. All the undersides or nonvisible timber surfaces finished with wax.		
12	<b>4 SEATER DINNING TABLE</b>	<b>6</b>	<b>Nos</b>
	Table of top size 1022W X 1022D X 750H. Work surface 25mm thick (+/- 1mm) base material -12mm thick glass top. On top PU painting of minimum 2H hardness. Understructure bend pipe understructure of MS powder coated pipe diameter 38mm, 2mm thick understructure fitted with top by SS machine screws. Legs-MS powder coated legs, 38mm diameter pipe legs are fixed with understructure and table top.		
13	<b>DINING CHAIRS</b>	<b>24</b>	<b>Nos</b>
	The seat and back are made up of injection moulded high impact strength polypropylene polymer compound with indoor grade UV resistance Seat size 52.5 cm (W) x 53.2cm (D), Back Size 51.6cm (W) x 40.5cm (H), S.S understructure: The chair to be upholstered with fabric legs to be of SS O.12 ±0.0128 cm and 3.5±0.03cm x 1.5 ± 0.03cm x 0.12 ± 0.0128cm stainless steel 202 grade tube. The tubes are buff polished to give shiny finish.		
14	<b>OVER HEAD WALL MOUNTED STORAGE</b>	<b>68</b>	<b>Nos</b>
	Providing & fixing in wall mounted storage cabinets (4' high) with drawers or hinged shutters having vertical divider at 450mm to 600mm aprox and horizontal shelves. It shall be made out of 19mm thick water proof ply with 1mm thick laminate as shade approved on all exposed surfaces. Backing made of 6mm thick water proof ply. All necessary hardwares and locks to be fixed along with locking arrangement. Size: 4ft H x 3ft L x x 2ft D		
15	<b>LOCKERS 6FT X 3FT X 2FT</b>	<b>96</b>	<b>Nos</b>
	Locker of 2 door made with 19mm board with 4mm veneer on all visible part. It will have one hanging rod, one drawer and two shelves in side each two door wardrobe. The wood shall be treated and kiln dried. All the wood joints are joined with adhesive of D3 grade and the adhesive shall be water resistant to BSEN204 group D3 ensuring bond security under adverse conditions. The polish shall be non – water based stain polish with melamine finish for longer life and smooth finish. All the undersides or non visible timber surfaces finished with wax polish. All necessary locking arrangements & hardwares will be fixed.		
16	<b>SIDE STORAGE UNIT</b>	<b>90</b>	<b>Sq.Ft</b>
	Providing & fixing in wall mounted storage cabinets with drawers or hinged shutters having vertical divider at 450mm to 600mm aprox and horizontal shelves. It shall be made out of 19mm thick water proof ply with 1mm thick laminate as shade approved on all exposed surfaces, Backing made of 6mm thick water proof ply. All necessary hardwares and locks to be fixed along with locking arrangements.		

17	<b>ROSTRUM</b>	1	Nos
	Podium made of premium quality of rubber teak wood. Adequate space for PC, Visualizer, Sound System (Amplifier, Microphones and Speakers etc.). Input / Output Port 2xUSB, 2xXLR, 1HDMI, VGA In & Out, Audio In & Out, LAN, Power socket, LED light with switch, central power control with desired number of power output plugs. High quality cable / connectors management.		
18	<b>HALF HT WALL PANELLING</b>	529.80	Sq.Ft
	Providing & fixing and erection of any reputed and approved brand mineral fiber acoustical with fine fissured (board) edge with XL 24mm exposed steel / aluminum angle. The tiles should have humidity resistance.		
19	<b>FULL HT WALL PANELLING</b>	723.60	Sq.Ft
	Providing & fixing and erection of any reputed and approved brand mineral fiber acoustical with fine fissured (board) edge tiles with XL 24mm exposed steel / aluminum angle. The tiles should have humidity resistance.		
20	<b>SERVING COUNTER 6FT x 3FT</b>	2	Nos
	Providing & fixing serving counter having vertical divider at 450mm to 600mm aprox made out of 19mm thick water proof ply with 1mm thick laminated as shade approved on all exposed surfaces. Backing made of 6mm thick water proof ply. All necessary hardwares and locks to be fixed along with locking arrangements.		
21	<b>MAGAZINE RACK</b>	3	Nos
	Off the shelf magazine rack with two folders for holding the magazine or newspaper. Canvas make with steel tubes holding the sides.		
22	<b>WORKSTATION CUBICLE OF 4 TABLES</b>	5	Nos
	Size: LINEAR WORKSTATIONS Size : 1200L X 600D X 1200H 25mm thick block board partition with 1mm thick. Laminate on both sides as per matching colour shade of existing work stations. 25mm X 12mm wooden edge moulding as per specification and details shown in drawing . Soft board above table to in partition 25mm thick. Block board table top with both side laminated and wooden edge moulding matching to table top colour and specification. Table top supported with 25mm thick block board and 1mm thick laminated on both sides, with wooden edge moulding 400L x 450D x 600H pedestal of 3 drawers (in 18mm thick commercial plywood and 1mm thick matching with existing one laminate) OR-PVC wire manager of approved colour pattern.		
23	<b>WHITE BOARD 6' x 4'</b>	2	Nos
24	<b>WOODEN COT SIZE 6" x 3" WITHOUT MATTRESS</b>	30	Nos
	The bed is made up of fully seasoned and treated sheesham wood. It has no storage and back is made in solid wood planks with gap of one inches. The side tables shall have one drawers with groove for opening without handle. All visible area will be in sheesham wood and inside and back will be in MDF / ply board etc. The wood shall be treated and kiln dried. All the wood joints are joined with adhesive of D3 grade and the adhesive shall be water resistant to BSEN204 group D3 ensuring bond security under adverse conditions. The Polish shall be non- water based stain polish with melamine finish for longer life and smooth finish. All the undersides or non visible.		
25	<b>TV CONSOLE UNIT</b>	6	Nos
	Providing & fixing in wall mounted console unit having vertical divider at 450mm to 600mm to be made out of 19mm thick water proof ply with 1mm thick laminate as shade approved on all exposed surfaces. Backing made of 6mm thick water proof ply. All necessary hardwares and locks to be fixed along with locking arrangements. Size: 5'9"H x 6'L x 1'D		
26	<b>METAL RACKS</b>	14	Nos
	Supply and installation of metal shelving racks (adjustable type with 6 shelves) Size 6'x4'x2' ft and gauge 18 for shelves and 50x50x2 mm for angle. Bolts and Nuts shall be galvanized as per relevant IS specifications. Prior to painting racks shall be treated as per IS followed by a coat of red oxide for anti-rusting treatment. M.S angle sections shall conform to the IS specification with latest amendments. The complete metal shelving rack system shall conform to IS specifications.		

27	<b>HALF HT STORAGE SPACE ALL ARROUND 4FT X 3FT X 1.5FT</b>	<b>8</b>	<b>Nos</b>
	Providing & fixing in floor mounted storage cabinets 4' high with drawers or hinged shutters having vertical divider at 450mm to 600mm aprox and horizontal shelves. It shall be made out of 19mm thick water proof ply with 1mm thick laminate as shade approved on all exposed surfaces, Backing made of 6mm thick water proof ply. All necessary hardwares and locks to be fixed along with locking arrangement. Size: 4ft H x 3ft L x 2ft D.		
28	<b>STUDY TABLE</b>	<b>2</b>	<b>Nos</b>
	Providing and placing in position side unit / computer table made with 19mm thick water proof plywood finished with 1mm thick laminate over it on all exposed surfaces. Inner surface shall also have 1mm laminate and other exposed edges to be finished with melamine polish. Sliding shutters shall be made out of 8.0mm thick water proof ply with 1.0mm thick teak wood / hard wood lipping hinges handles, locks latches etc. all complete size shall be (3'x1'6"x2'3")		
29	<b>STUDY CHAIR</b>	<b>2</b>	<b>Nos</b>
	Supplying and placing in position 1 seater chair of size 3'5" x 1'6"x1'6" made out of TW frame with cushioned seat made out of 3" thick foam covered with fabric of good quality shade approved. The outer surface of the settee shall have 1mm thick laminate over board with TW lipping at all cut edges duly polished. The inner surface shall be enamel painted over primer coat. Side hand rest shall have same fabric.		
30	<b>DRESSING TABLE</b>	<b>2</b>	<b>Nos</b>
	Dressing table with mirror frame. Finished in white pearl base and multicolor in the decorations. Total height of the table is 6' size of the table D-18' x H-33' x W-72' Mirror frame size H-45' x W – 72'		
31	<b>NIGHT READING LAMP</b>	<b>2</b>	<b>Nos</b>
	LED night reader has a sturdy clamp that will accommodate 2 1/2 inch thick mounting surface. The on/off switch is conveniently located on the head. Operates at 120 to 250 VAC with a UL listed AC/DC transformer (included)- simply plugs into a wall outlet. Flexible neck is sturdy and is 23.6" long. Point the light where you need it. See below for optional wall mount and desktop base accessories.		
32	<b>MIRROR WITH SLIDING CUPBOARD FULL HT</b>	<b>168</b>	<b>Sq.Ft</b>
	Lockers of 2 door made with 19mm board with 4mm veneer on all visible part. It will have one hanging Rod, One drawer and two shelves in side each two door wardrobe. The wood shall be treated and kiln dried. All the wood joints are joined with adhesive of D3 grade and the adhesive shall be water resistant to BSEN204 group D3 ensuring bond security under adverse conditions. The polish shall be non-water based stain polish with melamine finish for longer life and smooth finish. All the underside or non visible timber surfaces finished with wax polish. All necessary locking arrangements & hardwares will be fixed. Shoe rack should be fitted inside each locker.		
33	<b>WOODEN PARTITION 18FT X 8FT</b>	<b>144</b>	<b>Sq.Ft</b>
	Providing and fixing of laminated partition the under framing shall be of 2"x2" mirindi wood (anti termite treatment) for under framing at a max distance of 2' in each direction. 12 mm thick waterproof ply shall be fixed on two sides and 1mm thick laminate shall be pasted over it with chemical adhesive. Provision shall be made for passage of electric / data cables and switchboard T.W molding melamine polished shall be fixed wherever necessary. Bottom 6" width shall have skirting.		
34	<b>MODULAR WOODEN CABINET OVERHEAD</b>	<b>236</b>	<b>Sq.Ft</b>
	Providing and fixing in wall mounted storage cabinets (4' high) with drawers or hinged shutters having vertical divider at 450 mm to 600 mm aprox and horizontal shelves. It shall be made out of 19mm thick water proof ply with 1 mm thick laminated as shade approved on all exposed surfaces. Backing made of 6mm thick water proof ply. All necessary hardware and locks to be fixed along with locking arrangement. Size 4ft H x 3ft L x 2ft D		

35	<b>SHELVES BELOW PLATFORM</b>	<b>154</b>	<b>Sq.Ft</b>
	Providing & fixing 600mm aprox and horizontal shelves of 19mm thick water proof ply with 1mm thick laminate as shade approved on all exposed surfaces		
36	<b>BOOK CASE 5' X 2'</b>	<b>1</b>	<b>Nos</b>
	The book shelf is and open book shelf with side and back support on one side made in fully treated and seasoned sheesham wood. All visible area will be in sheesham wood and inside and back will be in MDF / ply/board etc. The wood shall be treated and kiln dried. All the wood joints are joined with adhesive of D3 grade and the adhesive shall be water resistant to BSEN204 Group D3 ensuring bond security under adverse conditions. The polish shall be non- water based stain polish with melamine finish for longer life and smooth finish. All the undersides or non visible timber surfaces finished with wax.		
37	<b>VINYL FLOORING</b>	<b>1628</b>	<b>Sq.Ft</b>
	Providing & fixing Vinyl flooring of wooden design with appropriate glue & foam. Total thickness 3.2mm, Roll width 2m, Roll length 25m, Total weight 2.3 kg/m sq European classification 34/42 (suitable for very heavy commercial and light industrial use) indentation 0.2mm (EN433) Fire proof Bf-S1 (EN13501-1) colour fastness 6 (EN20105-B02) Anti chemical performance good (EN423) Anti slip performance R9 (DIN51130), R10 (AS/NZS4586), Castor chair resistance good (EN425), Sound absorption 19db (EN ISO717-2), Electrical resistance < 2KV (EN1815)		

2. **Technical Details.** NA
3. **Two –Bid System.** NA
4. **Delivery Period.** Delivery period for supply of items would be 60 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.
5. **INCOTERMS for delivery and transportation. FOB (Free on Board).** The definition of delivery period for the RFP will be **CSI AIRPORT MUMBAI.**
6. **Consignee Details.** Naval Air Enclave, C/o Fleet Mail Office Mumbai - 400001



### **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 the interpreted in accordance with the laws of 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 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 of 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 undertake 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 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 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 officer/ employee of the Buyer or to any other person in a position to influence any officer of the Buyer for showing any favour in relation to this or any other contract, shall render the seller to such liability as the Buyer may deem proper, including but not limited to termination of the contact, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amount paid by the Buyer.
5. **Agents/ Agency Commission:** The seller confirms and declares to the Buyer that the Sellers is the original manufacturer of the stores 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, buyer shall provide the seller a prior intimation of Two (02) days during working days / Three (03) days during weekends through the repairing Services from (Annexure A). Further, as per the covenanting of agreement, failing to upkeep the premises would entail remedial action at the risk and cost of the user, and to be recovered a Liquidated Damage at the rate of Rs. 5000/- per day for the first seven days and the LD considerably increased to Rs. 10000/- per day subsequently without prejudice to MIAL's right to other remedial action under the covenant.

**6. 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.

**7. Liquidated damages:** In the event of the seller's failure to submit the bonds, guarantee and documents, supply the stores 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 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.

**8. 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 **15 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 01 months provided force majeure clause is included in contract.
- (d) The buyer has noticed that the seller has utilized the service 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.

**9. 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.

**10. Amendments:** No provision of present contract shall be changed or modified in any way 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.

**11. Taxes & Duties:** GST as applicable.

## **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 hirer. Failure to do so may result in rejection of Bid submitted by the Bidder

1. **Performance Guarantee:** The Bidder 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 contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MOD website and can be provided on request).
  
2. **Payment Terms for Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account number s and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form 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.

OR

100% payment on delivery and acceptance by the user.

3. **Payment terms for Foreign Sellers.** NA
  
4. **Advance Payments.** No advance payments will be made.
  
5. **Paying Authority.**
  - (a) **Indigenous Sellers.** Payment will be made by PCDA (Navy), Mumbai within 45 days from date of successful completion of delivery and installation, if required. The following mandatory information be furnisher along with quote on firm letter to enable e-payment by PCDA (Navy) Mumbai:-

- (i) Name of beneficiary (Contractors / Suppliers / Vendors firm)
- (ii) Complete postal address
- (iii) Telephone & fax numbers
- (iv) E-Mail ID (Optional)
- (v) Name of the bank of beneficiary
- (vi) Branch name
- (vii) Branch address
- (viii) Nature /type of account (SB/current)

- (ix) Bank account number of the beneficiary
- (x) MICR code (9digit number printed on cheque leaf)
- (xi) NEFT & IFSC code (4 Alphabets and 4 Number code).
- (xii) PAN
- (xiii) GST / TIN No.
- (xiv) Registration No.

6. **Fall clause:** The following Fall clause will form part of the contract placed on successful Bidder-

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

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the purchaser or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the Supply Order, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the Supply Order for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(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 Supply Order 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.

7. **Exchange Rate Variation Clause.** NA

8. **Risk & Expense clause.**

a. Should the stores or any installment thereof not be delivered with the time or time specified in the contract documents, or it 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 one 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 things fit other stores of the same or similar description to make good:-

(i) Such default.

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

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

9. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. **Inspection Authority:** Inspection will be carried on receipt of items at consignee end. User Inspection.

## **Part V – Evaluation Criteria & Price Bid issues**

- 1. Evaluation Criteria-** The broad guidelines for evaluation of Bids will be as follows:
- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
  - (b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
    - (i) In 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 –
      - (aa) In case of the Indigenous bidders, Services Tax on fully formed equipment would be offloaded.
      - (ab) Sales tax and other local levies, i.e. octroi, entry tax would be ignored in case of indigenous Bidders
  - (c) The Bidders are required to spell out the rates of 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 Service Tax 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 entrained 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 Service Tax upto any value of supplies from them, they should clearly state that no Service Tax will be charged by them up to the limit of exemption which they may have. 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 Service Tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
  - (d) 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.
  - (e) The Lowest Acceptable Bid will be considered further for placement of Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to L1 firm as a whole.
  - (f) Criteria for deciding L-1 firm is spelt out in Appendix 'B' Schedule of Requirements – Price Bid format

2. **Price Bid Format:** The Price Bid Format is given at Appendix 'A' and Bidders are required to fill this up correctly with full details.

- (a) This RFP is being issued with no. financial commitment and Headquarters, Western Naval Command, Mumbai reserves the right to withdraw the RFP and changed or vary any part thereof at any stage. Headquarter Western Naval Command, Mumbai also reserves the right to disqualify any vendor, should it be so necessary at any stage on ground of National Security.
- (b) Please acknowledge receipt.

(I Sivakumar)  
Lt. Commander  
Logistics Officer  
for Officer-in-Charge

Encl: As above

**APPENDIX'A'**

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

1. Basic Cost of the items

<b><u>Sr. No</u></b>	<b><u>Work Description</u></b>	<b><u>Qty</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>	<b><u>GST</u></b>	<b><u>Total Amount</u></b>
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