

GOVERNMENT OF INDIA
INTEGRATED HEADQUARTERS OF MINISTRY OF DEFENCE (NAVY)

REGISTERED



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Directorate of Air Logistics Support
Integrated Headquarters of
Ministry of Defence (Navy)
'A' Block Hutments
Dara Shukoh Road
New Delhi – 110011

SM/2017/A/F/C/3203

10 Jul 17

M/s -----

INVITATION OF BIDS FOR SUPPLY OF HIGH QUALITY EAR DEFENDER FOR AVIATION PERSONNEL

REQUEST FOR PROPOSAL (RFP) NO SM/2017/A/F/C/3203 DATED JUL 17

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super-scribe 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 | : | Principal Director |
| (b) | Postal address for sending the Bids | : | Directorate of Air Logistics Support
IHQ MoD (N), Government of India,
'A' - Block Hutments
Dara Shukoh Road
New Delhi - 110 011 |
| (c) | Name/designation of the contact personnel | : | Captain VK Kundu, JDALS |
| (d) | Tele numbers of the contact personnel | : | 00-91-11- 23010256 |
| (e) | e-mail ids of contact personnel | : | dals@navy.gov.in |
| (f) | Fax number | : | 00 -91-11-23010341 |

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

(a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

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- (c) **Part III** – Contains Standard Conditions of RFP, which will form part of the supply order with the successful Bidder.
- (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the supply order 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.

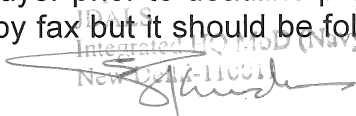
(VK Kundu)
Captain
Joint Director (SE&FC)



(V K Kundu)
Captain
JDALS
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New Delhi-110011

REQUEST FOR PROPOSAL (RFP) NO SM/2017/A/F/C/3203 DATED JUL 17**Part I – General Information**

1. **Last date and time for depositing the Bids:-** 1530 hrs on or before **01 Aug 17**. The sealed Bids (both technical and commercial bids - with indication on top of the envelope viz. commercial bid/technical bid) are to be **deposited in separate envelopes**. These separates envelopes are then to be sealed in one big envelope and the same should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:-**The Sealed Bids should be either dropped in the Tender Box marked as **"DALs" placed at reception office of 'A' Block Hutments** or sent by registered post (and not by Courier as no record / priority is maintained for courier) 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 non-delivery/ 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 Bids:** 1100 hrs on **04 Aug 17** (If due to any exigency, the Bids are not opened on due date, 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:-** **RECEPTION OFFICE OF 'A' BLOCK HUTMENTS, DALHOUSIE ROAD, NEW-DELHI 110011**. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids:-** **DALS Office, Room No 68A, 'A' Block Hutments**. 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 a firm's representative.
6. **Two Bid Systems:-**Only Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
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.
8. **Clarification regarding contents of the RFP:-** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids:-**A bidder may modify or withdraw his bid after submission provided that 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

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such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bids 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. **Clarification regarding contents of the Bids:-** During evaluation and comparison of bids, the Buyer may, at discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

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 de-listed for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid for 180 days from the last date of submission of the Bids.

14. **Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 1.77 Lakhs along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the public sector banks or private sector bank authorized to conduct government business as per Form DPM – 13 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty – five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by those bidders who are registered for the same item / range of products / goods or services with Central Purchase Organisation (eg DGS & D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.** However, these bidders will be required to submit a certificate in this regard. 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.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirement (SOR):-** The detailed schedule of requirement pertaining to the procurement of High Quality Ear Defender for Aviation Personnel is as follows: -

<u>Sl</u>	<u>Part No</u>	<u>Description</u>	<u>Deno</u>	<u>Qty</u>	<u>Specification</u>
1.	10AHY/Y A9576 NA	High Quality Ear Defender	Nos	2970	As per appendix 'A'

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Captain

2. **Technical Details:-** Technical requirements are elucidated at Appendix 'A'.

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3. **Two-Bid System**:- In respect of two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification whether Yes /No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms

4. **Delivery Period**:- The Delivery period for supply of items will be **180 days** from the issue of supply order. 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. Definition of delivery details Period is given below: -

- (a) **Terms of Delivery**:- Local Delivery at Material Organisation (Kochi).
- (b) **Date of Delivery**:- The date on which the delivery is made at the Material Organisation (Kochi).

5. **Consignee Details**. Material Organisation (Kochi)
(for Controller of Warehousing)
Naval Base
Kochi - 682004
Tele: 0484 - 2873815, Fax: 0484 - 2667734

Part III – Standard Conditions of RFP

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

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

2. **Effective Date of the Contract**:- The contract shall come into effect from the date of issue of supply order and shall remain valid until the completion of the obligations of both the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

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

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4. **Penalty for use of Undue influence:-** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:-** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:-** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:-** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

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8. **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.**

9. **Termination of Contract:-** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **two** months provided Force Majeure clause is included in the contract
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices:-** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:-** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:-** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:-** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties:-** In respect of Indigenous bidders:- All taxes and duties are to be paid as actuals on the rates notified by the Government as applicable.

(a) **Customs Duty:- Harmonise System Nomenclature (HSN)/ Brussels Tariff Nomenclature (BTN):-** For customs clearance of imported items, firms are required to submit respective (HSN/BTN) code of the ordered spare(s) within 30 days of receipt of Purchase Order (PO), failing which applicable demurrage charges due to delay in custom clearance will have to be borne by the firm.

Part IV – Special Conditions of RFP

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

1. **Performance Guarantee:-** 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 of rupees equal to **10% of the contract value within 30 days of issue of Supply order.** Performance Bank Guarantee should be **valid up to 60 days beyond the date of warranty of the item.** The specimen of PBG is given in Form DPM-15 (Available in MOD website and can be provided on request). **Non submission of Performance Bank Guarantee within stipulated time would result in cancellation of the supply order.**

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

3. **Tolerance Clause:-** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **10% plus/minus increase or decrease** the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

4. **Payment Terms:-** It will be mandatory for the Bidders to indicate their bank account numbers 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:

(a) 90% payment will be made on the following:-

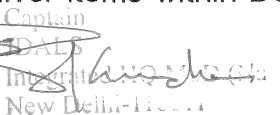
(i) Receipt of item by the consignee. The consignee will issue the receipt note and forward the same to DALs.

(ii) Receipt of inspection note copy no.1 issued by DGAQA.

(b) Balance 10% payment will be made after receipt of Inspection note copy no. 2 and 5 and CRVs.

(c) No part supply/ part payment.

5. **Penalty for non-delivery of stores:-** In case of failure by the supplier to deliver items within Delivery Period /Extended Delivery Period, Buyer will have the


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discretion of imposing as penalty 10% of the cost of the undelivered item/ items/ services during the settlement of payment.

6. **Advance Payments:- No advance payment(s) will be made.**

7. **Paying Authority:-** PCDA (Navy), Mumbai

(a) The payment of bills will be made on submission of the following documents by the Seller to IHQ MOD (Navy) along with the bill: -

- (i) Ink-signed copy of Commercial invoice / Seller's bill/NSO-25.
- (ii) Copy of Supply Order/Contract with U.O. number and date of IFAs concurrence, where required under delegation of powers.
- (iii) CRVs in duplicate (for balance 10% payment).
- (iv) Inspection note Copy No 1 (for 90% payment) and No 2 and 5 (for balance 10% payment).
- (v) All relevant documents w.r.t. payment of GST.
- (vi) Guarantee/Warranty certificate.
- (vii) Photo copy of Performance Bank guarantee.
- (viii) DP extension letter with CFAs sanction and date of IFAs concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (ix) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (x) Any other documents/certificate that may be provided for in the supply order/ contract.
- (xi) User acceptance certificate.

8. **Risk & Expense clause:-**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications/parameters provided by the SELLER during the check proof tests to be done in the BUYERS country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

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

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

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. **Specifications:-** The following Specification clause will form part of the contract placed on successful Bidder – The Seller guarantees to meet the specifications as per **Part – II of RFP** and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/ requirements recommended during the BPC. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within **30** days of affecting such upgradation/alterations.

11. **Sample Clause:-** The manufacturer/supplier needs to submit a sample of the item along with the technical bid with certificate of confirmatory.

12. **OEM Certificate:-** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEM does not

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New Delhi

exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

13. **Earliest Acceptable Year of Manufacture:-** 2017. Quality/Life certificate will need to be enclosed along with sample.

14. **Packing and Marking:-** The following Packing and Marking clause will form part of the contract placed on successful Bidder –

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong to withstand the transit. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under-mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. The cartons shall then be packed in packing cases as required.

- (i) Part Number
- (ii) Nomenclature
- (iii) Contract annex number
- (iv) Annex serial number
- (v) Quantity contracted.

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No 1 painted in a yellow colour. In case of stores, which are required to be packed in special steel containers, stenciling the word "Document" with an arrow must indicate the place where the packing list is kept.

(e) The Seller shall mark each package with indelible paint in the English language as follows: -

- (i) Contract No _____
- (ii) Consignee _____
- (iii) SELLER _____
- (iv) Package No _____
- (v) Gross/ net weight _____
- (vi) Overall dimensions/volume _____
- (vii) The Seller's Marking _____

(f) If necessary, each package shall be marked with warning inscriptions: < Top>, "Do not turn over", category of cargo etc.

(g) Items meant for the same consignee and covered by the same contract should be packed together.

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(h) Packing containing articles classified as hazardous should be packed and marked in accordance with the requirements of the appropriate regulations governing their dispatch by sea or air. If any of the items have unprotected ferrous metal part, such parts are to be adequately coated with an approved lanolin base preservative compound before they are packed.

(j) In addition to shipping marks indicated in the contract, you are requested to ensure that all packages are marked with RED RECTANGLE on four sides with the letter "D" painted in BLACK inside the rectangle to facilitate un-loading at Indian Ports. All packages must be painted "3" YELLOW colour band in encircling the package. Item wise classification in terms of the Brussels Tariff Nomenclature (BTN) should be indicated against each and every item of invoice. Eight copies of invoices should be sent to our shipping Directorate along with all relevant Forms.

(k) **If the consignment is found damaged OR any material deficiency is observed during Pre Receipt Inspection at Kochi, the same is to be replaced free of cost on site.**

15. **Quality:-** The quality of the stores delivered according to the present Contract shall correspond to the specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

16. **Inspection Authority:-** Quality Assurance and Pre dispatch Inspection will be carried out by DGAQA (Aeromed). Joint Pre Receipt inspection of the consignment will be carried by NAQAS, Kochi and MO (Kochi).

17. **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".

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

(a) The claims may be presented either: -

(i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or

(ii) On quality of the stores, where quality does not correspond to the quality mentioned in the contract.

- (b) 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 shall be submitted to the Seller as per Form DPM – 23 (Available in MoD website and can be given on request).
- (d) 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.

19. **Warranty:-** The following Warranty will form part of the contract placed on successful Bidder: -

- (a) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- (b) The Seller warrants for a period of **12 months** from the date of acceptance of stores by Joint Receipt Inspection that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
- (c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.
- (d) The seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.
- (e) The Seller will guarantee the shelf life of items as per technical specifications under the Indian Tropical conditions.
- (f) Technical life of the unit to be delivered for replacement will not be less than the remaining technical life of the unit in fault.

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New Delhi

20. **Cancellation of Supply Order**:- The supply order may be cancelled if: -

- (a) Non-receipt of Bank Guarantee within **30** days of issue of supply order.
- (b) Product does not meet the specifications.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria**:- The broad guidelines for evaluation of Bids will be as follows:-

- (a) Bid will be evaluated only if found to be fulfilling all the eligibility and qualifying requirements of the RFP.
- (b) The bidder is required to spell out the rate and amount of GST as applicable.
- (c) 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.
- (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) **No MOQ to be quoted.**


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: -

	<u>Item</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Total</u>
(i)	A			
(ii)	B			
(iii)	Total Price of item (s)			
(b)	Accessories			
(c)	Installation/ Commissioning			
(d)	Technical literature			
(e)	Tools			
(f)	Training			
(g)	AMC			
(h)	Any other requirement			

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 excise duty, VAT, Service tax, Octroi/ entry tax,, etc on final product) of all items/ requirement as mentioned above.

3. **Additional information in price Bid on Taxes and Duties** (Not in scope of L-1 determination):- GST as applicable on the rates notified by the Government.


 (V.K. Kundra)
 Captain
 JDALS
 Integrated HQ MCD (Navy)
 New Delhi-110011

Appendix 'A'

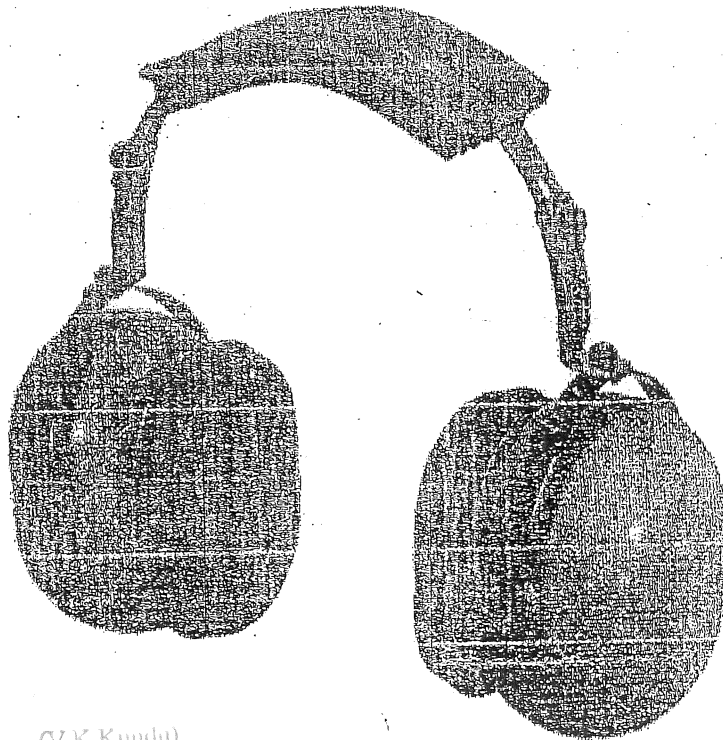
(Refers to para 2 of Part II of RFP)

TECHNICAL SPECIFICATIONS FOR HIGH QUALITY EAR DEFENDER
PT NO 10AH/YA9576

- (a) Over the head hearing protector.
- (b) Wide foam filled ear seals.
- (c) Low profiles ear cups.
- (d) High Quality chrome plated hardware.
- (e) Comfortable foam head pad.
- (f) Adjustable headband for optimum fit.
- (g) Certified noise reduction ratio of 27 db or better.
- (h) Mil specs SAE-AS23899 complaint.

Photograph for reference only

EAR DEFENDER



(V K Kunda)
Captain
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