

Telephone: 08382-231221

INS Kadamba  
Naval Base  
Karwar-581308

RFP No. KDB/EDN/135/AIS

06 Jan 17

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **REQUEST FOR PROPOSAL/TENDER ENQUIRY**

1. Sealed bids on single bid system are invited for local purchase of stores 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             | : | The Commanding Officer<br>INS Kadamba, Naval base<br>Karwar-581 308 |
| b. Postal address for sending the Bids         | : | The Commanding Officer<br>INS Kadamba, Naval base<br>Karwar-581 308 |
| c. Name/design of the contact personnel        | : | Lt Cdr M Sathis Kumar<br>Education Officer                          |
| d. Telephone numbers of the contact personnel: |   | 08382 – 231221  |
| e. E-mail ids of contact personnel             | : |   |
| f. Fax number                                  | : | 08382-231250  |

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

- a. Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- b. Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- c. Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- d. Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- e. Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. 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 **1230 hrs on 30 Jan 17**. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids should be 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.
3. **Time and date for opening of Bids: 1530 hrs. on 30 Jan 17** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Buyer).
4. **Place of opening of the Bids: Conference Hall, INS Kadamba, Naval Base, Karwar:**  
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 clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
5. **Single-Bid system:** The tender will be of single bid system.
6. **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.
7. **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.
8. **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.
9. **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.
10. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be demisted for the given range of items as mentioned in this RFP.
11. **Validity of Bids:** The Bids should remain valid till 90 days from the last date of submission of the Bids.
12. **Earnest Money Deposit:** EMD in the form of Account Pay Demand Draft/ Fixed Deposit receipt/ banker's cheque of bank guarantee in favour of the PCDA (N), Mumbai payable is to be enclosed with the quotations. The EMD amount would be Rs. 6683/- and it should be valid for a period of 45 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 30<sup>th</sup> 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 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, amends, impairs or derogates from the tender in any respect within the validity period of his/her/the firms tender.

**Part II – Essential Details of Items/Services required:-**

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

<b>S.No</b>	<b>Description</b>	<b>Deno</b>	<b>Qty</b>
(a)	<b>Automated Information System (AIS)</b> at Maritime Reference Library, Karwar. Installation and configuration with rack management system. The System Specification is as follows:-		
	(i) LED Touch Screen Panel of size 15", System Processor Intel Core i3, 4 GB RAM, 1 TB Hard Disc, DVD Writer, Keyboard, Mouse	Nos.	01
	(ii) Standard Cabinet case with Electrical supply of height 4 ft, width 1.5 ft with power point code cabinet	Nos.	01
	(iii) Customized Library Software and installation charges as per standard requirement	Nos.	01

**Note:** The software developed/ purchased is the 'Intellectual Property' of Indian Navy and the developer has to share the source code along with database for maintaining central repository of the software.

2. **Delivery Period:** Delivery 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.

3. **Terms of delivery:** Local delivery at site, free of cost, INS Kadamba.

**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 any third party.

4. **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, services etc. as specified in his contract, the Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% to f the contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to maximum value of the Liquidated Damages being not higher than 10% of the value of 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/ airmail, 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 off the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or ant part thereof.

## 7. **Transfer and Duties (in respect of Indigenous bidders)**

### **(i) General**

1. 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.
2. If a bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate 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.
3. 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 adjustment shall include all reliefs, exemptions, rebates, concessions etc. If any obtained by the Seller.

### **(ii) Sales Tax/ VAT.**

1. If it is desired by the bidder to ask for sales Tax/ VAT to be paid extra, the same must be specifically stated. In the absence of such stipulation in the bid, it will be presumed that the prices quoted by the bidder are inclusive of sales tax and no liability of sale tax will be developed upon the Hirer.
2. On the bids quoting sales tax extra, the rates and the nature of sales tax applicable on 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 or has actually been assessed provided the transaction of sale is legally liable to sales tax and same is payable as per the terms of contract.

### **(iii) Octroi Duties and Local taxes.**

1. Normally, materials to be supplied to Government department against government contracts are exempted from levied of term duties, Octroi duties, Terminal tax other levies of local bodies. The local town/municipal body regulation at times, however, provided for such exemptions only on production of such exemption certificates from any authorized officer.
2. 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 demerged charges. The receipt obtained for such payments should be forwarded to the Buyer without delay together with the copy of relevant act or by laws/ notifications 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 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.), in favour of PCDA (Navy) 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).

2. **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.

3. **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 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 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.

4. **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 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) The software developed/ purchased is the 'Intellectual Property' of Indian Navy and the developer has to share the source code along with database for maintaining central repository of the software.
- (b) The payment would be made to the firm post software testing and retention of source code at HQWNC.
- (c) The Seller will submit a bill in duplicate along with delivery challan. The payment will be made by PCDA (N), Mumbai within 90 days of submission of all relevant documents.

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

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

7. **Inspection:** The Inspection of the item will be carried out by the representative of the unit on door delivery of the item in front of the vendor. If the item does not meet the specific standard/specifications the same will be returned to the vendor at the same time.

#### **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. 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.
- 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 entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may

result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / 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 act and gadget notification issued by the Central Govt time to time.

(a)	Items				
		items	Unit Price	Qty	Total
(i)		As per Part II of RFP sl. 1		01	
(b)	Taxes if any (Specify)				
(c)		Grant 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 item/ requirement as mentioned above.

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

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

Certified that I/WE have read and understand the contents of RFP No. KDB/EDN/135/AIS dated 06 Jan 17 and agrees to abide the all terms and conditions set out therein.

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

Sd/- xxxxxx  
 (Imtiaz Begam R)  
 Lt Commander  
 Oi/C LP Cell  
 for Commanding Officer

**Copy to:-**

The Principle Controller of Defence Accounts (Navy)  
 No.1 Cooperage Road, Mumbai-400 039