

Tele: 022 - 22151959
Reply should be addressed to
the Commanding Officer

INS Kunjali
Near US Club
South Colaba
Mumbai – 400 005

Quoting No. 438/07/DOM

01 Oct 15

**REQUEST FOR PROPOSAL TOWARDS INVITATION OF TECHNICAL AND
COMMERCIAL BIDS FOR PROCUREMENT OF WIND INSTRUMENTS FOR NAVAL
CENTRAL BAND – TWO BID SYSTEM**

1. The Technical and Commercial 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: **The Commanding Officer**
 - (b) Postal address for sending the Bids: **Near US Club, South Colaba, Mumbai – 400 005**
 - (c) Name/designation of the contact personnel: **Director of Music**
 - (d) Telephone numbers of the contact personnel: **022 - 22151959**
e-mail ids of contact personnel: Nil
 - (e) Fax number: **022 - 22150550 / 22163365**
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. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Sd/-
(KS Ralhan)
Commander
Logistics Officer
for Commanding Officer

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids: By 1500 hrs of 30 Oct 2015.**

The sealed Bids (both technical and Commercial) 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.** Sealed Bids should be either dropped in the Tender Box marked as **TENDOR BOX – BIDS FOR WIND INSTRUMENTS** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or 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). **Quotation in two bids (technical and commercial bid) sealed in their respective envelopes, are invited for procurement of wind musical instruments. Please super scribe the above mentioned title, RFP number and date, and date of opening of the technical bid, on the sealed cover containing the technical bid.**

3. **Time and date for opening of Bids.** **1530 hrs of 30 Oct 2015** (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.** **At INS Kunjali Main Gate, Near US Club South Colaba, Mumbai – 400 005.** 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:** **Conference Hall, INS Kunjali.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two – Bid System:** Only the 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. **A PRE-BID CONFERENCE WILL BE HELD AT 1500hrs ON 20 Oct 15 AT Conference Hall, INS Kunjali, Near US Club, South Colaba, Mumbai – 400 005. CONTACT NO – 022 – 22151959** to brief the salient aspects of the contract. **All vendors who are interested to quote have to mandatorily attend pre bid meeting at date and time mentioned above.**

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 the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **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 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 delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid till **120 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. **12,00,000/-** (Rupees **Twelve Lakhs only**), in favour of PCDA (N) Mumbai along with their Technical bids. The Technical Bids without EMD will be rejected outright. 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. 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 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.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements**– List of items / services required is as follows:

Name/Type of item/services/description of stores Quantity required

<u>Sl</u>	<u>Name of Instrument</u>	<u>Qty</u>
(a)	Concert Flute	5
(b)	Concert Piccolo	5
(c)	Concert Oboe	3
(d)	B Flat Clarinet	30
(e)	E Flat Alto saxophone	10
(f)	B Flat Tenor Saxophone	9
(g)	Bassoon	2
(h)	French Horn	7
(j)	B Flat Cornet	28
(k)	B Flat Tenor Trombone	12
(l)	G Bass Trombone	4
(m)	B Flat Euphonium	6
(n)	E Flat Tuba	7

2. **Technical Details.**

- (a) Specifications/drawings, as applicable – **Annexure ‘A’ enclosed**
- (b) **Requirement of Technical documentation:** The Bidder must supply a tender – specific authorisation from the Manufacturer/OEM of the Instruments being authorised source.
- (c) **Nature of assistance required after completion of warranty:** The Bidder/OEM must have an authorised service Agency/Workshop in India.
- (d) **Requirement of pre-site/equipment inspection:** The Bidder must be able to offer atleast one piece of each Instruments for Testing/Trails for Technical evaluation of its suitability in case required by the board.

3. **Acceptable Conditions-** The Bidder must be of renowned OEM's instead of names.

4. **Delivery Period**- Delivery period for supply of items would be **180 Days** from the effective date of contract (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.

5. **INCOTERMS for Delivery and transportation- CFR (Costs and Freight)**. The definition of delivery period for the RFP will be within 180 days.

6. **Consignee Details** - The Commanding Officer
INS Kunjali
Near US Club
South Colaba
Mumbai – 400 005

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 on the date of signatures of both the parties on the contract (Effective Date) 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 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). The final decision would be that of **The Chief of the Naval Staff**.

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 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 (whether with or without the knowledge of the Seller) or the commission of any offence 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 favour 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.

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 11% 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 for more than one month 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 (one month) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

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.**

(a) **General.**

(i) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/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 duty/tax will be entreated after the opening of tenders.

(iii) 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.

(iv) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax 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 such duty/tax 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 such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Customs Duty.**

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following

items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

(ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent other payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) Excise Duty.

(i) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(iv) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(d) Sales Tax / VAT.

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

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

(e) Octroi Duty & Local Taxes.

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/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 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 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. **Option Clause**: The contract will have an Option Clause, wherein the Buyer 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 Buyer 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 acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Payment Terms for Indigenous Sellers**. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant repayment 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 complete payment 110 % will be made through PCDA(N) on production of Bill, Guarantee /Warranty certificate and Inspection note post complete installation and successful repair and commissioning of goods / system.
5. **Advance Payments**: No advance payment(s) will be made. The purchase will be on credit basis and payment shall be made by PCDA (N), Mumbai by cheque on submission of relevant documents and bills and successful user trails. The delivery of the item should be made onboard the ship. Full particulars of bank, MICR code, A/c No, address to be mentioned to enable e-payment by PCDA(N), Mumbai.
6. For arranging e-payments either by way of ECS or NEFT following information should also be furnished, on a separate letter head of the firm, along with the quotations.
 - (a) Name of the Beneficiary
 - (b) Complete Address of the firm
 - (c) Telephone Number with STD code
 - (d) e-mail ID of the firm
 - (e) Name of the Beneficiary Bank
 - (f) Nature of Account
 - (g) Bank Account Number of the Beneficiary
 - (h) IFSC & MICR Code Number
 - (j) A copy of a cancelled cheque form issued to the Beneficiary

7. **Paying Authority**: All the payments will be made through PCDA (N), Mumbai on submission of the following documents by the Seller to the Paying Authority along with the Bill.

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence,
- (d) CRVs in duplicate.
- (e) End user certificate.
- (f) Claim for Statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt etc.
- (g) Exemption certificate for Excise duty / Customs duty, if applicable.
- (h) Bank guarantee for advance, if any.
- (j) Guarantee / Warranty certificate.
- (k) Performance Bank guarantee / Indemnity bond where applicable.
- (l) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (m) 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).
- (n) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (p) Xerox copy of PBG.

8. **Force Majeure clause**.

- (a) Neither party shall bear responsibility for the complete or partial non-performance 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 11 (Eleven) 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 06 (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.

9. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the Technical conditions, Standards 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 i.e. not manufactured before 2011, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and with same equipment supplied by the Seller in the past, if any.

10. **Inspection Authority.** The Inspection will be carried out by the User post installation.

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

(a) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15months from the date of shipment/despatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(b) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(c) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(d) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

12. **Risk and Expense Purchase.** Risk purchase, in the event of supplier failing to honour contract obligations within stipulated period will be resorted to at the cost and expense of the supplier.

13. **Fall Clause** The Bidder undertakes that he has not supplied / is not supplying the similar systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded. The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

14. **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.”

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. 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.
 - (c) 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 entertained 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 upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / 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.
 - (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 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.
 - (f) 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:

(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)	C			
(iv)	Total of Basic Price			

(b) Accessories

(c) Installation / Commissioning charges, if separate

(d) Is Excise Duty extra? If yes, mention the following: –

(i) Total value of items on which Excise Duty is leviable:

(ii) Rate of Excise duty (item-wise if different ED is applicable):

(iii) Surcharge on Excise duty, if applicable?

(iv) Total value of excise duty payable:

(e) Is Excise Duty Exemption (EDE) required, If yes, then mention and enclose the following:

(i) Excise notification number under which EDE can be given:

(f) Is VAT extra? If yes, then mention the following:

(i) Total value on which VAT is leviable:

(ii) Rate of VAT:

(iii) Total value of VAT leviable:

(g) Is Service Tax extra? If yes, then mention the following:

(i) Total value of Services on which Service Tax is leviable:

(ii) Rate of Service Tax leviable:

(iii) Total value of Service Tax leviable:

(h) Is Custom Duty Exemption (CDE) required, If yes, then mention the following:

(i) Custom notification number under which CDE can be given (Enclose a copy):

(ii) CIF value of stores to be imported:

(iii) Rate of Customs Duty payable:

(iv) Total amount of Customs Duty payable:

(j) Octroi / Entry taxes:

(k) Any other Taxes / Duties / Overheads / Other costs:

(l) Grand Total.

TECHNICAL SPECIFICATIONS OF THE BAND INSTRUMENTS

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Technical Specifications</u>	
01	Concert Flute	05	Level	Professional
			Key of	C
			Body Style	Type-4
			Body Material	Nickel Silver
			Head Joint	EC cut; Sterling silver
			Key Material	Nickel Silver
			Foot Joint	B with Gizmo key
			Plating	Silver
			Tone Holes	Drawn
			Key Types	French Style Ring Keys
			Key Systems	Offset G
			Key Mechanism	Split E
			Spring Type	White Gold
			Screw Type	Tapered Pivot
			Bumper Type	Cork
			Options	With C# trill key
			Tuning	Concert Pitch
			Tone	Concert Worthy
			Case	Hard
			Key Action	Smooth
			Lyre	Optional-Clip on

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Technical Specifications</u>	
02	Concert Piccolo	05	Level	Professional
			Key System	Offset G
			E Mechanism	Yes
			Key Type	Covered keys
			Body & Foot Joint	Grenadilla
			Keys	Nickel silver (Silver-plated)
			Head Joint & Lip Plate	Nickel silver (Silver-plated) with Silver Lip Plate
			Tuning	Concert Pitch
			Tone	Concert Worthy
			Case	Hard
			Key Action	Smooth
			Lyre	Optional-Clip on

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Technical Specifications</u>	
03	Concert Oboe	03	Level	Professional
			Key	C
			Trill keys	C#-D#, F#-G#, Ab-Bb, A#-B, B-C#, left C-D, igrht C-D
			Auxiliary Keys	3rd octave key, Left-hand F key, Fork F resonance key
			Pads	8 cork, 15 felt pads
			Tone holes System	Simplified Conservatoire (full-automatic octave system)
			Body	Grenadilla
			Keys	Silver-plated nickel silver keys
			Tuning	Concert Pitch
			Tone	Concert Worthy
			Case	Hard
			Key Action	Smooth
			Lyre	Optional-Clip on

<u>Ser</u>	<u>Instruments</u>	<u>Qty</u>	<u>Technical Specifications</u>	
04	B Flat Clarinet	30	Level	Professional
			Key of	Bb
			Fingering	Boehm
			Key System	17 keys, 6 rings
			Barrel Length	65 mm
			Body Material	Grenadilla
			Barrel Material	Grenadilla
			Bell Material	Grenadilla
			Key Material	Nickel Silver
			Plating	Silver
			Bore	Machined
			Tone Holes	Tapered inset type with tapered undercut
			Thumb Rest	Adjustable
			Mouthpiece	Compatible
			Mouthpiece Cap	Silver-Plated
			Ligature	Silver-Plated
			Spring Type	Blue steel needle
			Pad Type	Lucien deluxe double skin
			Posts	Threaded
			Tuning	Concert Pitch
			Tone	Concert Worthy
Case	Hard			
Key Action	Smooth			
Lyre	Optional-Clip on			

Ser	Instrument	Qty	Technical Specifications	
05	E Flat Alto Saxophone	10	Level	Professional
			Body Finish	Silver-plated
			Auxiliary Keys	High F#, front F
			Key buttons material	Polyester
			Bell Decoration	Hand engraved
			Thumb hook	Adjustable
			Key	Eb
			Mouthpiece	Compatible
			Tuning	Concert Pitch
			Tone	Concert Worthy
			Case	Hard
			Key Action	Smooth
			Lyre	Optional-Clip on

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Technical Specifications</u>	
06	Tenor Saxophone	09	Level	Professional
			Body Finish	Silver-plated
			Auxiliary Keys	High F#, front F
			Key buttons material	Polyester
			Bell Decoration	Hand engraved
			Pivot Screw	Tapered, nylon tipped, with head
			Thumb hook	Adjustable
			Key	Bb
			Mouthpiece	Compatible
			Tuning	Concert Pitch
			Tone	Concert Worthy
			Case	Hard
			Key Action	Smooth
			Lyre	Optional-Clip on

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Technical Specifications</u>	
07	Bassoon	02	Level	Professional
			Trill keys	F-G, E-F#
			Auxiliary Keys	High D key, 6 roller keys (low C#, low Eb, F#, Ab little finger, Ab thumb, F), Bb key guard, Balancer
			Key	C
			Tone Hole System	Heckel system
			Body Material	Long-seasoned maple body (thinner wall)
			Key Material	Silver-plated nickel silver
			Tuning	Concert Pitch
			Tone	Concert Worthy
			Case	Hard
			Key Action	Smooth
			Lyre	Optional-Clip on

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Technical Specifications</u>	
08	French Horn	07	Level	Professional
			Body Finish	Clear lacquer
			Valve	4 rotary valves
			Lever Action	String
			Bell Type	Fixed
			Bell Size	LL
			Bore Size	12mm (0.472")
			Body	Nickel silver
			Valve casings	Nickel silver
			Key	F/Bb
			Mouthpiece	Compatible
			Tuning	Concert Pitch
			Tone	Concert Worthy
			Valve Action	Smooth
			Case	Hard
Lyre	Optional-Clip on			

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Technical Specifications</u>	
09	B Flat Cornet	28	Level	Professional Cornet
			Key	Bb
			Bore	ML: 0.462"
			Bell Diameter	4 3/4"
			Lead Pipe	Gold brass
			Body Material	Yellow brass
			Bell Material	Yellow brass; One-piece
			Weight	Medium
			Key Buttons	Mother of pearl
			Finish	Silver
			Pistons/ Valves	Monel
			Mouthpiece	Compatible
			Tuning	Concert Pitch
			Tone	Concert Worthy
			Case	Hard
Valve Action	Smooth			
Lyre	Optional-Clip on			

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Specifications</u>	
10	B Flat Tenor Trombone	12	Level	Professional
			Key of	Bb
			Bore	ML: 0.547"
			Bell Diameter	8 11/16"
			Shank	Medium
			Lead Pipe	Gold Brass; Fixed
			Body Material	Yellow Brass
			Bell Material	Yellow Brass; One-piece; Hand Hammered
			Weight	Standard
			Finish	Clear Epoxy Lacquer
			Inner Slide	Chrome-plated Nickel Silver; Drawn
			Outer Slide	Yellow Brass; Drawn; One-piece
			Mouthpiece	Compatible
			Features	Narrow Slide
			Options	Gold Brass Bell
			Tuning	Concert Pitch
			Tone	Concert worthy
Slide Action	Smooth			
Case	Hard			
Lyre	Optional-Clip on			

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Specifications</u>	
11	Bass Trombone	04	Level	Professional Bass
			Key of	Bb / Eb / F / D
			Bore	LL: 0.563"
			Bell Diameter	9 1/2"
			Shank	Large
			Lead Pipe	Gold Brass; Fixed
			Weight	Standard
			Finish	Silver Plated
			Inner Slide	Chrome-plated nickel silver; Drawn; one piece
			Outer Slide	Nickel silver; Drawn; One-piece
			Mouthpiece	Compatible
			Pistons/Rotors	2 Hand-Lapped Rotary Valves; Dependent with Offset Configuration; Mechanical Linkage.
			Tuning	Concert Pitch
			Tone	Concert worthy
			Slide Action	Smooth
			Case	Hard
			Lyre	Optional-Clip on

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Specifications</u>	
12	B Flat Euphonium	06	Level	Professional
			Body Finish	Silver Plated
			Valves	3 pistons/ 1 side action
			Bell Size	280mm (11")
			Bore Size	14.5-16.8mm (0.571-0.661")
			Body	Yellow brass
			Key	Bb
			Mouth Piece	Compatible
			Tuning	Concert Pitch
			Tone	Concert Worthy
			Valve Action	Smooth
			Case	Hard
			Lyre	Optional-Clip on

<u>Ser</u>	<u>Instrument</u>	<u>Qty</u>	<u>Specifications</u>	
13	Tuba	07	Level	Professional Tuba
			Key of	Eb
			Size	4./4.
			Bore	0.689" – 0.728" dual bore
			Bell Diameter	19" upright bell
			Lead Pipe Material	Gold Brass
			Body/ Bell Material	Yellow Brass
			Finish	Silver
			Mouthpiece	Compatible
			Pistons/ Valves	(3) Monel, top action; (1) Monel, side action
			Features	Compensating system; New wall thickness; New leadpipe design
			Tuning	Concert Pitch
			Tone	Concert worthy
			Valve Action	Smooth
			Case	Hard
			Lyre	Optional-Clip on