

REQUEST FOR PROPOSAL

INTEGRATED HEADQUARTERS OF MINISTRY OF DEFENCE (NAVY)
INDIAN NAVY SPORTS CONTROL BOARD
IHQ OF MOD (NAVY)
7TH FLOOR, CHANAKYA BHAWAN
CHANAKYA PURI, NEW DELHI - 110 021

INVITATION OF QUOTATIONS FOR PROCUREMENT OF ROWING AND ACCESSORIES FOR NAVY TEAM

Request For Proposal (RFP) No. _____

INSCB/1098/ROWING/18-19 Dated 17 Aug 18

1. Bids under two bids system (Technical and Commercial) in separate sealed covers are invited for supply of Rowing Boats and accessories for Team.
2. 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.
3. 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 President
Indian Navy Sports Control Board
Integrated Headquarters of
Ministry of Defence (Navy)
7th Floor, Chanakya Bhawan
Chanakya Puri, New Delhi - 110 021

(b) Postal address for sending the Bids: Same as 3 (a)

(c) Name / designation of the contact personnel:

(i) Commodore Arvind Singh Rana, NM President INSCB
(ii) Captain AK Bahl, Secretary INSCB

(d) Telephone numbers of the contact personnel:

(i) 011-24674063
(ii) 011-26887485

(e) e-mail id of contact personnel: inscb-navy@nic.in

(f) Fax number: 011-26887485

(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

5. This RFP is being used with no financial commitment and the Buyer reserves the right to change or vary and part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(Arvind Singh Rana)
Commodore
President, INSCB
17 Aug 18

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

Part I – General Considerations

- Schedule / Manner for Depositing and Opening of the Bids.** The sealed Bids (both technical and Commercial) should be either dropped in the Tender Box marked 'Tender Box' – Rowing Boats and Accessories for Navy teams (placed at reception) or sent by registered post at the address given above so as to reach by **1030 hrs on 20 Sep 2018**. 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. The bids will be opened in the office of the Secretary, INSCB, Chanakya Puri, New Delhi at **1100 hrs on 20 Sep 2018**.

- The Bidders may depute their representatives, duly authorised in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

- Pre-Qualification Criteria.** Pre-qualification Criteria for opening of commercial bids are as follows:-

- Firms must attend all the meetings including **Pre bid meeting** by the firm's owner or representative of the firm's with the proper authorization to attend the meeting.

- FISA Compliant Construction and Manufacturer.

- Company should not be blacklisted or debarred by any Govt. or Autonomous bodies. If the same is found out at a later date also, the quotation will be rejected technically.

- Boats quoted should have won Olympics medals.

- Company should have supplied quoted rowing boats in India in last three years.

- Two-Bid system.** Only the technical Bids 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.

- Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like, TIN number, GST Registration number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

- 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.

7. **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.

8. **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.

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, falling within the defaulting Bidder may be de-listed for the given range of items as mentioned in this RFP.

11. **Validity of Bids.** The Bids should remain valid till 365 days from the last date of submission of the Bids.

12. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit of Rs 6,00,000.00 (Rupees Six Lakhs only) along with their bids. The EMD may be submitted in favour of **President INSCB** in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in Mod website and can be provided on request). EMD is to remain valid for a period of sixty 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.

(Arvind Singh Rana)
Commodore
President, INSCB
17 Aug 18

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements** – As per list placed at Appendix 'A' to Tender INSCB/1098/Rowing/18-19 Dated 17 Aug 18.

2. **Technical Details.** The information in the technical bid should be complete in itself to facilitate full technical scrutiny. The vendor must volunteer all information required for this purpose. The Navy reserves the right to seek necessary clarifications on the technical bids. It must be borne in mind that no change to commercial bid, arising out of clarifications on technical bid, is permitted. **A Copy of brochure may also be forwarded along with technical bids.** The Article number/necessary technical details of the items required are also contained in **Appendix 'A'** to this RFP.

3. **Two Bid System.** In respect of two bid system, bidders are required to furnish clause by compliance of specifications bringing out clearly the deviations from specifications, if any. All the deviations are to be mentioned in the matrix below only. Any deviations mentioned anywhere else will be disregarded. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

SI	Item	Para of RFP	Specification offered	Specification of Items Offered	RFP Compliance to Specification – Whether Yes / No	In Case of Non-compliance, deviation from RFP to be specified in unambiguous terms

4. **Delivery period.** The items should be supplied within **120 days** from the effective date of the supply order. Please note that the supply order can be cancelled unilaterally by the Buyer in case items are not received within the contracted period. Extension of contracted period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Incoterms for Delivery and Transportation.** Incoterms for supply of items will be CIP to the ultimate consignee

6. **Consignee Details:-**

The Joint Secretary INSCC (K)
Station Stadium, Naval Base
Kochi - 682004

(Arvind Singh Rana)
Commodore
President, INSCB
Aug 18 17

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).

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 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 Seller 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, required items, 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.

10. **Termination of Contract.** 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 (90 days) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The supply of items is delayed due to causes of Force Majeure by more than 06 months, 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 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) Bidder must indicate separately the relevant taxes / Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) 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 they may have. If any concession is available in regard to rate/quantity of any Duty/tax, it should be brought out clearly. In such case, relevant certificate will be issued by the Buyer to enable the Seller to obtain exemptions from taxation authorities.

(iii) Any changes in levies, taxes and duties levied by Central / State / Local governments such as excise duty, VAT, Service tax, Octroi / entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty / tax paid by the Seller. Similarly, in case of downward revision in any such 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. Section 64-A of Sales of Goods Act will be relevant in this situation.

(iv) Levies, taxes and duties levied by Central / State / Local governments such as excise, VAT, Service tax, Octroi . Entry tax etc on final product will be paid by the Buyer on actuals, based on relevant documentary evidence.

Taxes and duties on input items will not be paid by the Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(b) **Customs Duty.** Customs Duty Exemption Certificate (CDEC) from SSCB will be provided for the value of stores to be imported. In case of non-acceptance of the CDEC by the Customs Authorities, the seller shall initially pay the customs duty at the prescribed rate and subsequently claim Customs duty as actually paid as follows:-

(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 on 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 to the 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) **GST.**

(i) If it is desired by the Bidder to ask for GST 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 GST and no liability of GST will be developed upon the Buyer.

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST 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 GST and the same is payable as per the terms of the contract.

(iii) The seller confirms that any decrease in the total costs due to change in the tax structure after implementation of GST or on account of input tax audit, during the period of the contract will be passed to the buyer.


(Arvind Singh Rana)
Commodore
President, INSCB
18 Aug 18

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 pvt sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within **30 days of receipt of the confirmed order**. Performance Bank Guarantee should be valid up to **60 days beyond the date of warranty**. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. Payment Terms. 100% payment on supply and acceptance by the user. 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:

3. Advance Payments. No advance payment(s) will be made.

4. Paying Authority. The Principal Controller of Defence Account (Navy), No. 1 Coopers Road Mumbai – 400039. The Payment of bills will be made on submission of 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, where required under delegation of powers.
- (d) CRVs in duplicate.
- (e) Inspection note.
- (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, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (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) Self certificate as per Para 14(c) (iii) of Part III of RFP.

- (p) Any other document / certificate that may be provided for in the Supply Order / Contract.

- (q) User Acceptance.
- (r) Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

5. **Terms of Delivery.** The delivery of the goods shall be completed within **120 days** from the effective date of the contract. The delivery of the items shall be in accordance with the decided INCOTERM to Port. The dispatch of goods shall be made by Ship to Kochi port consignee. No transshipment of goods is allowed and no part shipment is permitted.

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

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

- (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person / organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -"

Risk & Expense Clause.

(a) Should the stores or any installment thereof not be delivered with the time or time specified in the contract documents, or 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 one in the BUYER'S country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

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

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price

appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 100 % of the value of the contract.”

8. **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.

9. **Buy-Back offer.** Buyer will be hand over the old items and the agreed prices will be adjusted in the final payment to the Seller. It will be the responsibility of Seller to carry away the old items from the Buyer's premises within 15 days of signing of this Supply Order. The expenditure on account of Handling charges and transportation expenses to carry away the old items will be borne by the Seller.

10. **OEM Certificate.** In case the bidder is not the OEM, the agreement certificate dealership/ authorized distributor of the OEM for sourcing the items shall be mandatory.

11. **Export Licence.** The bidders are to confirm that they have requisite exports licence from their Government and authorisation from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

12. **Earliest Acceptable Year of Manufacture.** Quality / Life certificate will need to be enclosed with the bill.

13. **Packing & Marking.** The Seller shall provide packing and preservation of the items so as to ensure their safety against damage in storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the items are packed in sufficiently strong containers made with seasoned wood / card board.

14. **Quality.** The quality of the stores delivered according to this Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's Country or specifications enumerated earlier. The SELLER confirms that the stores to be supplied under this Contract shall be new ie not manufactured before (Year of Contract), 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 interchange ability certificate along with the changed part Nos.

15. **Quality Assurance.** After the contract is negotiated, the Seller would be required to provide the Standard Acceptance Test Procedure (ATP). Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

16. **Pre-Dispatch Inspection.** The following Pre-Dispatch Inspection clause will form part of the contract placed on successful bidder:-

(a) At least 2 representatives of the buyer will carry out Pre-Dispatch Inspection (PDI) of the stores at the seller's / OEM factory premises in order to matching trials of items prior to delivery. Upon successful completion of such PDI, the seller and buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in Mod website and can be given on request).

(b) The seller shall intimate the buyer at least 45 days before the scheduled date of PDI. The time required for Visa formalities by the seller should not be included in this notice. The buyer will send his authorised representatives to attend the PDI.

(c) The list of buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address etc, must be communicated by the buyer at least 30 days in advance to apply for the necessary authorizations and clearances to be granted.

(d) The buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representatives to attend such tests, in which cases he shall inform in writing the seller within 15 days before the date of the beginning of the PDI. Should the buyer request for such postponement, liquidated damages, if any, shall not apply. In case the buyer informs the seller within the period mentioned hereinabove that he cannot attend the PDI or in case the buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the acceptance Test Report will be signed by the seller's QA representative alone and such documents bearing the sole signature of the seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case the buyer does not attend the PDI, the buyer shall intimate the seller in writing that it does not wish to attend the PDI.

(e) The seller shall provide all reasonable facilities. Access and assistance to the buyer's representative for safety and convenience in the performance of their duties in the seller's country.

(f) All costs associated with the stay of the buyer's representatives in the country where the PDI is to be carried out, including travel expenses, boarding and lodging. Accommodation, daily expenses shall be borne by the buyer.

(g) The seller shall provide Acceptance Test Procedure to the buyer's QA agency within one month from the signing of the Contract.

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 claims may be presented either on Quantity of the stores for the following :-

(a) In case it does not correspond to the quantity shown in the Packing List/insufficiency in packing or on Quality of the stores. In case it does not correspond to the quality mentioned in this contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of inspection and acceptance of goods. The quantity claim shall be submitted to SELLER in the form DPM-22 (Available in MOD website and can be give on request)

(c) The quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection by End User and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to SELLER in the form at DPM-23 (Available in MOD website and can be give on request)

(d) The description and quantity of the stores are to be furnished to the SELLER along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. 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 deduction of cost of goods under claim from bonds submitted by the SELLER or payment of claim amount by SELLER through demand draft drawn on Indian Bank, in favour of PCDA (Mumbai).
- (g) "The quality claims will be solely raised by the BUYER and without any certification / countersigning by SELLER's SELLER stationed in India.
19. **Warranty.** The following Warranty will form part of the contract placed on the successful Bidder:-

(a) The SELLER warrants that the goods supplied under the contract conform to technical specifications prescribed by the respective international sports federation and shall perform according to the said technical specifications. The SELLER warrants for a period of **12 months** from the date of acceptance of stores by the BUYER to have failed to perform as per the specifications, the Seller shall either replace the same free of charge, maximum within 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 supplied by the SELLER. Warranty of the equipment would be extended by such duration of downtime. The SELLER also undertakes to diagnose, test, and replace the goods arising due to accidents by neglect or misuse by the shooter or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER.

(b) The items supplied should carry a warranty of 12 months from the date of acceptance of Supply Order or supply whichever is later.

20. **Product Support:** The following Product Support clause will form part of the contract placed on successful Bidder:-

(a) The Seller agrees to provide Product Support for the Rowing Boats and accessories and consumables subcontracted from other agencies/ manufacturer by the Seller for a maximum period of **18 months** including **01 year of warranty** period after the delivery of Rowing Boats and accessories .

(b) Any improvement/modification/up gradation being undertaken by the Seller or their sub suppliers on the Rowing Boats and accessories /equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(Arvind Singh Rana)
Commodore
President, INSCB
17 Aug 18

Part V – Evaluation Criteria & Price Bid issues

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

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

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

(i) In cases where only indigenous Bidders are competing, L-1 bidder will be determined by excluding levies and duties levied by Central / State / Local governments such as excise duty, VAT, Service Tax, Octroi / Entry tax, etc on final product as quoted by bidders.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

(ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

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

2. **Price Bid Format (to be used for L-1 determination):** The price bid format in general is given below and bidders are required to fill it up correctly with full details as required under Part II of RFP (The format indicated below is only as an illustration. This format should be filled up with items / requirement as mentioned in Part II of RFP):-

Basic Price of

(a) **Item(s):-**

Item	Unit Price	Qty	Total	HSN Code
(i) A				
(ii) B				
(iii) C				
(iv) Total Price of Item(s)				
(b) Accessories				
(c) Installation / Commissioning				
(d) Training				
(e) Technical Literature				
(f) Tools				
(g) AMC				
(h) Any other requirement				

Note : Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central / State / Local governments such as excise, VAT, Service tax, Octroi / entry tax etc on final product) of all items / requirements as mentioned above.

3. Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination):-

- (a) Is excise duty extra?
 - (b) 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:
 - (c) Is Excise Duty Exemption (EDE) required?
 - (d) If yes, then mention and enclose the following:-
 - (i) Excise notification number under which EDE can be given:
 - (e) Is GST extra?
 - (f) If yes, then mention the following:
 - (i) Total value on which GST is leviable:
 - (ii) Rate of GST:
 - (iii) Total value of GST leviable:
 - (g) Is Customs Duty Exemption (CDE) required?

(h) 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:

(Arvind Singh Rana)
Commodore
President, INSCB
Aug 18