

INTEGRATED HEADQUARTERS-MINISTRY OF DEFENCE (NAVY)
DIRECTORATE OF ADMINISTRATION (CONTRACT MANAGEMENT)
'A' BLOCK HUTMENTS, DALHOUSIE ROAD, NEW DELHI – 110 011

Tender Notice

Bids in sealed covers (Technical Bid & Commercial Bid) are invited for concluding Rate contract for **Shifting of Compactors and other office equipments from Sena Bhawan to Talkatora Stadium Annexe Building and 8th & 9th Floors of Chanakya Bhawan** of Integrated Headquarters – Ministry of Defence (Navy), New Delhi including Dismantling, Transportation to new location and Installation along with manpower (One Time). The general information as regard to collection and submission of tender form is as under :-

SI	Details of Contract	Qty	Duration for Sale of Tenders	Last Date for submission of tender	Date of Tender opening	Tender Fee
1.	RATE CONTRACT FOR SHIFTING OF COMPACTORS AND OFFICE EQUIPMENTS FROM SENA BHAWAN TO TALKATORA STADIUM ANNEXE BUILDING AND 8 TH & 9 TH FLOORS OF CHANAKYA BHAWAN OF IHQ-MoD (NAVY)	Details given in tender form	Between 1400 hrs. to 1600 hrs. from 10 Oct 2016 to 30 Oct 2016	31 Oct 2016 (by 14:30 hrs.)	31 Oct 2016 (at 15:00 hrs.) Tech. Bid.	Rs. 250/- (by Demand Draft / Pay Order)

Earnest Money Deposit Rs. 2,20,000.00 (Rupees Two Lakhs Twenty Thousand Only) by demand draft/Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee in favour of 'CNS Public Fund A/c (Contingency No. 2).

Pre-Bid Conference : A pre-bid conference will be conducted on **21 Oct 2016 at 1100 hrs.** in the office of JDOA(CM) at the above address. All participating firms are required to attend / depute their representative to attend the conference. The minutes of the pre-bid conference will be hosted on the website mentioned below.

Detailed tender document can be obtained from the office of JDOA(CM) at the above address. Blank tender documents and other details can also be downloaded from the website of this office www.Indiannavy.nic.in. In that case, the bidder has to enclose fee of **Rs.250/-** (non-refundable) in the form of Demand Draft/Pay Order. Tenders without such fee would be summarily rejected. The Demand Drafts/Pay Orders are to be drawn in favour of **'CNS Public Fund A/c (Contingency No. 2)'**.

This Tender-Notice is being issued with no financial commitment and Office of JDOA(CM) reserves the right to change or vary any part thereof or cancel this tender-notice at any stage.

JDOA(CM)
Ph.011-23010313
011-23010278

Tele : 2301 0313

Dte. of Administration
(Contract Management)
'A'-Block Hutments
Integrated Headquarters -
MoD(Navy), New Delhi - 11

DA/CM/0579/ RC/ Shifting/Compactor

Oct 16

The Assistant Media Executive
Directorate of Advertisement & Visual Publicity
Ministry of Information and Broadcasting,
Room No 1038-1040, 10th Floor, Sochna Bhawan,
CGO Complex, Lodhi Road, New Delhi – 110 003

PUBLICATION OF ADVERTISEMENT

It is requested that the enclosed advertisement pertaining to conclusion of Rate Contract for Shifting of Compactors and other office equipments from Sena Bhawan to Talkatora Stadium Annexe Building and 8th & 9th Floors of Chanakya Bhawan of Integrated Headquarters – Ministry of Defence (Navy), New Delhi including Dismantling, Transportation to new location and Installation along with manpower (One Time) be published in the following dailies on or before **09 Oct 2016.**

- (a) Times of India
- (b) Hindustan Times
- (c) Dainik Jagran
- (d) Navbharat Times

2. The cost of the advertisement may be debited from the consolidated funds allocated by Navy under Advtg **A/c Head No.10702.**

(SK Sharma)
Commander
JDOA(CM)

Encl: As above

Copy to:

Director General of Commercial Intelligence } with a request to publish the
Ministry of Commerce and Industry } enclosed text in the next issue of ITJ.
1, Council House Street
Kolkata

Internal

O i/c IR&FC – with a request to host the enclosed text on the website till 30 Oct 2016.

Telefax : 2301 0313

Directorate of Administration
Integrated Headquarters
Ministry of Defence (Navy)
'A' Block hutments
New Delhi - 110011

Tender Enquiry

To

M/s

Our Ref.	DA/CM/0579/Shifting/Compactors/Office Eqpt	Date :	Oct 16
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INVITATION OF QUOTATION FOR RATE CONTRACT FOR SHIFTING OF COMPACTORS AND OFFICE EQUIPMENTS FROM SENA BHAWAN TO TALKATORA STADIUM ANNEXE BUILDING AND 8TH & 9TH FLOORS OF CHANAKYA BHAWAN OF IHQ-MoD (NAVY)

1. Bids under **Two Bid System** (Technical Bid and Commercial-Bid) in sealed covers are invited for concluding Rate Contract for **Shifting of Compactors and other office equipments from Sena Bhawan to Talkatora Stadium Annexe Building and 8th & 9th Floors of Chanakya Bhawan** of Integrated Headquarters – Ministry of Defence (Navy), New Delhi including Dismantling, Transportation to new location and Installation along with manpower (One Time). Detailed Scope of Rate Contract is listed in Part II of this Tender Enquiry. Please superscribe the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed covers 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 : **PDOA, IHQ-MoD(Navy), New Delhi**

(b) Postal address for sending the Bids : **Joint Director of Administration (Contract Management), Integrated Headquarters-Ministry of Defence (Navy), PC-5, 'A' Block Hutments, Dalhousie Road, New Delhi – 110 011**

(c) Name/designation of the contact personnel: **Cdr SK Sharma, JDOA(CM)**

(d) Telephone numbers of the contact personnel : **011-23011759, 23010313**

(e) Fax number : **011 – 23010313**

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 vehicles/services required, such as the Schedule of Requirements (SOR), Specifications, Delivery Period, Consignee details etc.
 - (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 Rate 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.
5. The cost of tender is **Rs. 250.00 (Rupees Two Hundred Fifty Only)** (non refundable). The payment will be accepted by Demand Draft/Pay Order in favour of **CNS Public Fund A/c (Contingency No. II) payable at New Delhi** only (Cash will not be accepted).

(SK Sharma)
Commander
Jt Director of Administration (CM)

Part I – General information

1. Last date and time for depositing the Bids. 31 Oct 2016 BY 1430 HRS.

The sealed quotations under two-bid system i.e. Technical-Bid and Commercial-Bid in sealed covers 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 quotations should be either dropped in the Tender Box marked as “**DOA**” or sent by registered post at the address given above so as to reach by the due date and time. Tenders sent by registered post are to be superscribed the following in **Red Ink** – “**TO BE OPENED BY TENDER OPENING BOARD ONLY**”. **EMD & TENDER FEE** is to be submitted in a separate envelope and it should be clearly marked. **In case, EMD and Tender Fee are submitted inside the envelope along with bids, the bids will be rejected.** Envelope should contain the following:

- (a) Tender Fee if downloaded from website
- (b) Earnest Money Deposit (EMD)
- (c) Sealed Envelope for Technical Bids
- (d) Sealed Envelope for Commercial Bids

Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of Bids. 31 Oct 2016 BY 1500 HRS.

(If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it 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. ‘A’ Block Reception Office, Opp. South Block Gate No. 8, Dalhousie Road, New Delhi – 110 011. Quotations dropped in the wrong Tender Box will be rendered invalid.

5. Place of opening of the Bids. Room No. PC-12, Directorate of Administration, IHQ-MOD(Navy), PC-12, ‘A’ Block, Dalhousie Road, New Delhi –11. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Quotation 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.

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 Rates 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. Validity of Bids. The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.

13. Earnest Money Deposit. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 2,20,000.00 (Rupees Two Lakhs Twenty Thousand Only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in favour of '**CNS Public Fund A/c (Contingency No. 2)**' payable at **New Delhi** as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered 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 Requirement (SOR):-** The RFP seeks bids from prospective contractors for Rate Contract for **Shifting of Compactors and other office equipments from Sena Bhawan to Talkatora Stadium Annexe Building and 8th & 9th Floors of Chanakya Bhawan** of IHQ of MoD (N) at New Delhi including Dismantling, Transportation to new location and Installation along with manpower (One Time). Details of items are as follows and the estimated quantity are indicative and may vary:

Srl No	Items Description	Estimated Qty
1	Files and Office documents (Approx Cartoon Box with Size 23x18x12)	9,000
2	Office Tables	337
3	Office Chairs	907
4	Work Stations	425
5	Almirahs	245
6	PCs	495
7	Printers	146
8	Large MFDs	59
9	TVs	38
10	Conference Table	4
11	Sofa Set (3+1+1)	39
12	Fridge	30
13	Book Shelf	38
14	Cap Stand	16
15	Wooden Cup Board	245
16	Storage Cubicle	320
17	Oven	21
18	Lamination Machine	5
19	computer table	30
20	Compactor	28
21	Food Warmer	15
22	Air Purifier	2
23	Table Fan/Wall Fan	42
24	Oil Radiator	5
24	Shredding Machine	16
25	Centre Table	4
26	Fax Machine	10

27	Steel/Wooden Box	14
28	Misc Items like wooden stool, Notice Board, Wall Painting, Fire Ext, Mirror Etc	107
29	Binding Machine	2
30	Misc Items	30
31	EPABX Set	1
	Total	

2. **Eligibility Criteria** : Firms fulfilling the following criteria are eligible to submit the tenders:

(a) The bidder must have successfully completed /executed at least one similar contract in last three years from the date of issue of this RFP/tender enquiry with any Govt. organization / PSUs for an annual value of contract not less than **Rs. 4 Crore** during the last three financial years i.e. FY 2013-14, 2014-15 and 2015-16.

As documentary evidence of the eligibility criteria mentioned in sub para (a) above, copies of contracts / supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be enclosed by the bidder with the Technical-Bid.

(b) Firm should have the following certificates / documents valid as on date of issue of this tender enquiry :-

(i) **Service Tax certificate**. (Attested copies of Service Tax Registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid)

(ii) **EPF/ESI Registration Certificate**. Attested copies of EPF/ESI Registration Certificate of employees alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid.

(iii) Firm should have valid PAN Card in the name of firm or in the name of proprietor of the firm in case of proprietary firm (copy to be enclosed).

(iv) Firm should have annual turnover of **Rs. 10 Crores** during last three financial years.

(v) Turnover certificate, Balance sheet and Profit and Loss Statement for the last three years duly certified by CA are to be attached.

(vi) Attested copy of Last Income Tax return to be attached.

(vii) Undertaking that no criminal cases are pending against the proprietor/firm/directors relating to previous service contracts.

- (viii) Firm should have minimum work experience of 15 yrs in the packing and moving industry.
- (ix) Firm should have minimum own fleet of 100 containers and details should be enclosed with the bid.
- (x) Firm should have minimum strength of 400 employees.
- (xi) Transportation should be in containers only.
- (xii) Firm should have minimum work experience of such shifting more than 50,000 and above Sq Ft.
- (xiii) Firm should be registered with any Govt. organization.

3. **Two-Bid System** – The Bids are to be submitted in separate sealed covers as per formats given in **Appendix-‘A’** and **Appendix-‘B’** respectively. Bidders are also required to furnish clause by clause compliance of eligibility criteria bringing out clearly the deviations from the eligibility criteria, if any.

4. **Pre-Bid Conference**. A pre bid conference will be conducted on **21 Oct 2016** at **1100 hrs** in the office of **JDOA(CM)**, `A` Block Hutments, Dalhousie Road, New Delhi – 110011. The participating firms are required to depute their representative(s) to attend the conference.

5. **Scope of Rate Contract**. The contractor will remove the compactors and other office equipments from the existing location (Sena Bhawan D-II Wing), Shift the compactors to new location i.e. Talkatora Stadium Annexe Building and Chanakya Bhawan, New Delhi Along with manpower and installation to the new places in proper working conditions as directed by the users.

6. No compactor or any office equipment is to be declared unserviceable by the Contractor during transportation, shifting and Installation. In such a case, the Contractor shall provide a same compactor or higher configuration within 24 hours from the time of lodge of complaint.

7. **Delivery Period** – The successful bidder / contractor will require to sign an agreement with the Buyer within 7 days from the date of issue of confirmed order / signing of contract or as mutually agreed upon. Please note that Contract can be cancelled unilaterally by the Buyer in case RC Services 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.

9. **Consignee Details** – Directorate of Administration (Store), Integrated Headquarters – Ministry of Defence (Navy), ‘A’ Block Hutments, Dalhousie Road, New Delhi – 110 011.

10. On completion of the job, the completed work will be inspected by nominated officer(s) of the purchaser / Consignee. In case items are directly delivered to the user, a user inspection certificate be obtained and forwarded alongwith the bills.

11. **Contract Operating Authority.** Once the Rate Contract is finalized, the same will be operated by Directorate of Administration (Stores), 'A' Block Hutments, Dalhousie Road, New Delhi.

12. Rate contract is in a nature of standing offer in which neither any quantity nor any anticipated drawal is guaranteed either party can revoke the standing offer after giving a notice period of one month.

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 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/services and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

(a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (10 days) after the scheduled date of delivery.

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

(c) The delivery of material / services is delayed due to causes of Force Majeure by more than (01 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.
 - (f) Contract can be cancelled unilaterally by the buyer in case Job Work(s) is not completed within the stipulated time frame. Extension of job completion period will be at the sole discretion of the Buyer, with applicability of LD clause.
 - (g) Misbehaviour with any official of this office by him or his employees.
 - (h) Violation of Security Rules of DHQ Zone by him or his employees.
 - (j) Repeated poor performance of the contractor.
 - (k) Non submission of PBG.
 - (l) As the Rate Contract is a standing offer, the buyer reserves the right to revoke it at any time , after giving a reasonable period of 30 days.
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**. As applicable.
- (a) Any change in any duty/tax upward/downward as a result of any statutory variation in any duty/tax 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.

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 **estimated annual contract value** within 30 days of signing of this contract. Performance Bank Guarantee will 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.** This contract has an Option Clause, wherein the Buyer can exercise an option to **hire** 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. It will be entirely the discretion of the Buyer to exercise this option or not.**
3. **Repeat Order Clause.** This contract has a Repeat Order Clause, wherein the Buyer can **hire** upto 50% quantity of the items / services under the present contract within six months from the date of successful completion of this contract, cost, terms & conditions remaining the same. **It will be entirely the discretion of Buyer to place the Repeat order or not.**
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 1 to 25% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms** - It will be mandatory for the Contractors to indicate their bank account numbers and other relevant epayment 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 Contractors for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:
 - (a). Payment will be made on successful execution of each supply order issued against the RC.
 - (b) Amount of LD / Risk Expense etc., if any, will be deducted from the billing amount.
6. **Advance Payments:** No advance payment(s) will be made.

7. **Paying Authority:**

(a). **Dy Controller of Defence Accounts (Navy), Project Sea Bird, West Block-V, RK Puram, New Delhi - 66.**

The payment of bills will be made within 45 days on submission of the following documents, whichever applicable, by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- iii. Performance Bank guarantee / Indemnity bond where applicable.
- iv. 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.
- v. 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 contract).
- vi. Any other document / certificate that may be provided for in the contract.
- vii. User Acceptance, where applicable.

8. **Fall Clause.**

(a) The Rate charged for the services to be supplied under the contract by the Contractor shall in no event exceed the lowest Rates at which the contractor provides the services or offer to sell services 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 contractor reduces the sale Rate, sells or offer to sell such services to any person / organization including the purchaser or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a Rate lower than the Rate chargeable under the contract, the supplier forthwith notify such reduction or sale or offer of DOA.

9. **Risk & Expense Clause.**

(a) Should the services or any installment thereof not be delivered with the time or time specified in the contract documents, the Buyer shall, after granting a suitable time to the Contractor to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, declare the contract as cancelled either wholly or to the extent of such default.

- (b) Any excess of the expenditure incurred in hiring of contracted services from any other source, over the contract price appropriate to such default or balance shall be recoverable from the CONTRACTOR.
10. **Force Majeure**. N/A.
 11. **Specification**. Not Applicable
 12. **Claims**. Not Applicable
 13. **Warranty**. The work undertaken by the seller within the currency of the contract, by whatsoever means, shall have a warranty of minimum 01 year for that specific work for which the work order was issued. In case the same got malfunctioned for same reasons within a time period of 01 year from the date of intimation, will be rectified free of cost by the seller, and for that seller has no claim or will be given any extra charge.

Part V – Evaluation Criteria & Price Bid issues

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

(a) Only those Bids will be evaluated which are found to be fulfilling all the terms & conditions given in this tender enquiry/RFP.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder item wise as per the Price Format given at **Appendix-‘B’** to this tender enquiry / RFP. The consideration of taxes and duties in evaluation process all taxes and duties (including those for which exemption certificates are issued) quoted by the Contractors will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids. Contractors are required to quote all inclusive rates for the items included in the proposed Rate Contract. The quoted rates, once accepted, shall remain valid till completion of Rate Contract.

(c) The L-1 will be decided upon the item wise lowest price quoted by the bidder or the composite lowest price quoted by bidder whichever is beneficial to the state. In case of the composite lowest price, the L-1 will have to match lowest price of individual item. **Unreasonably inflated or deflated bids may be avoided.** Principal Director of Administration, IHQ MOD (Navy) reserves the absolute right to reject the bid which is freakishly low or high and the tender without assigning reason whatsoever it may be. Cutting/alteration made in the tender shall render it invalid.

(d) The Contractors are required to spell out the rates of VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If a Contractor 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 and amount of such duty included in the price. Failure to do so may result in ignoring of such offers summarily. If any concession is available in regard to rate/quantum of VAT/Service Tax, it should be brought out clearly. In respect of the Contractors who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of VAT / Service Tax which is normally applicable on the item/services in question for the purpose of comparing their prices with other Contractors.

(e) If in case, any miscalculation of price comes in commercial bid, on part of addition/subtraction/multiplication/division of any tax/duty/levies or any else, whatever the case may be, for the purpose to determine L1, the calculation will be corrected without changing unit price and quantity at all.

(f) 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.

(g) 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 Contractors for being lowest in particular items.** In case the overall L1 can match the lowest price quoted by different vendors item wise, it is the sole discretion of the buyer to award the contract to the L1 vendor or the way it is more beneficial to the organisation. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Contractor is not in a position to supply full quantity in stipulated time.

Appendix-'A'
Refer Para 3 of Part -II of RFP/TE

FORMAT FOR TECHNICAL BID

Srl.	Description	Details to be furnished by the tenderer	Documentary Evidence required to be attached	Compliance by the tenderer (Yes / No)
1.	Name of the Company with registered address and phone/ fax/mobile numbers		N/A	N/A
2.	Present address with phone/ fax/mobile numbers and name of contact person		N/A	N/A
3.	EPF Registration No. of the firm		Attested copies of EPF Registration Certificate along with receipt of last premium paid.	
4.	ESIC Registration No. of the firm		Attested copies of ESIC Registration Certificate along with receipt of last premium paid.	
5.	Service Tax registration No. of the firm		Attested copies of Service Tax Registration Certificate along with receipt of last premium paid.	
6.	PAN No. in the name of firm or in the name of proprietor of the firm, in case of proprietary firm		Attested copy of PAN Card.	
7.	Details of EMD Submitted (indicate mode of payment viz. Demand Draft/Pay Order/FDR alongwith its number, date of issue and issuing bank). Validity of bids 120 days from last date of submission of bids		EMD to be submitted in original.	

8.	Whether you meet the eligibility criteria of Work experience as mentioned in para 6 of Part-II of the RFP/TE.		Enclose relevant documents	
9.	Bank Solvency Certificate issued by the Banker of the tenderer on or after the date of issue of this tender enquiry confirming that the tenderer is maintaining his Bank Account satisfactorily for at least last three years.		Latest Copy of Bank Solvency Certificate to be enclosed not more than 3 months old from the date of issue of RFP	
10.	Satisfactory Certificate regarding past performance of the firm (it will be the sole discretion of contract concluding authority to reject any bid)		Documentary evidence is required to be attached	
11.	Acceptance of All Terms & Conditions of the RFP/TE.		N/A	

Office seal

Place:

Dated:

(Signature of the Tenderer)

PRICE BID FORMAT

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

Srl No	Items Description	Estimated Qty	Rate for Transportation (in Rs.)	Total	Rate for Dismantling and Assembling (in Rs.)	Total
1	Files and Office documents (Approx Cartoon Box with Size 23x18x12)	9,000				
2	Office Tables	337				
3	Office Chairs	907				
4	Work Stations	425				
5	Almirahs	245				
6	PCs	495				
7	Printers	146				
8	Large MFDs	59				
9	TVs	38				
10	Conference Table	4				
11	Sofa Set (3+1+1)	39				
12	Fridge	30				
13	Book Shelf	38				
14	Cap Stand	16				
15	Wooden Cup Board	245				
16	Storage Cubicle	320				
17	Oven	21				
18	Lamination Machine	5				
19	computer table	30				

20	Compactor	28				
21	Food Warmer	15				
22	Air Purifier	2				
23	Table Fan/Wall Fan	42				
24	Oil Radiator	5				
24	Shredding Machine	16				
25	Centre Table	4				
26	Fax Machine	10				

27	Steel/Wooden Box	14				
28	Misc Items like wooden stool, Notice Board, Wall Painting, Fire Ext, Mirror Etc	107				
29	Binding Machine	2				
30	Misc Items	30				
31	EPABX Set	1				
	Total					

M/s _____

(Seal / Stamp)

Details of Taxes & Levies :-

- (a) 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:

- (b) 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:

- (c) Any other Taxes / Duties / Overheads / Other costs:

Office Seal

(Signature of Firm's Authorised Signatory)

