

Tele/Fax: 03192-248881  
03192-232385

Reply should be address to  
the Commanding Officer

INS Utkrosh  
C/o Navy Office  
Port Blair-744 103

Quoting: UTK/438/06/18-19

09 Sep 18

The M/s Seald Air Packing  
Material (India) LLP.,  
Peenya Industrial Area,  
Peenya, Bangalor-560058

**INVITATION OF QUOTATIONS ON STE BASISHIRING OF SERVICES FOR INSTAPAK  
MACHINE SERVICING RFP NO UTK/438/07/18 DATED 25 JUL 18**

Dear Sir,

1. Quotations are invited in **single bid system (Commercial)** for provision of services listed in Part II of this RFP. **Invitation of Hiring of Services for Instapak Machine Servicing RFP no UTK/438/07/18 dated 25 Jul 18.**

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 bills: - **INSUTKROSH,  
C/o Navy Office, Port Blair**
- (c) Name/Designation of the contact personnel: - **Lieutenant Pawan Kumar Gupta**
- (d) Telephone numbers of the contact personnel: - **03192-248909**
- (e) Fax number: - **03192-232385**
- (f) e-mail ID :- **utkrosh- navy**

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

## Part I – General information

### 1. Last date and time for depositing the Bids:

(a) Last date & time for receipt of tender: **24 Sep 18 up to 1000 Hrs**

**2. Manner of depositing the Bids:** E- Bids should be submitted through [www.eprocure.gov.in](http://www.eprocure.gov.in) so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for non-receipt of E-Bid documents. Only the EMD in original are to be send by registered post or drop in the tender box kept at Guard Room prior date of opening e-bids.

**3. Time and date for opening of Bids (Technical Bids):-** **24 Sep 18 up to 1200 Hrs**(If due to any exigency, the due date for opening of the E-Bids is declared a closed holiday, the E-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:****Guard Room, INS Utkrosh** Only those original EMDs found in the tender box will be accepted or send through registered post.

### 5. Place of opening of the Bids:

**INS Utkrosh/Logistics complex** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of E-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. Forwarding of Bids –** E-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 through [www.eprocure.gov.in](http://www.eprocure.gov.in) only along with all supporting documents. Only the original EMDcopy are to be either dropped in tender box or send by registered post.

**7. 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 e-bids through website [www.eprocure.gov.in](http://www.eprocure.gov.in). Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents through the same website.

**8. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his e-bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of e-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 e-bids. No e-bid shall be modified after the deadline for submission of e-bids. No bid may be withdrawn in the interval between the deadline for submission of e-bids and expiration of the period of bid validity specified. Withdrawal of a e-bid during this period will result in Bidder's forfeiture of EMDs.

**9. Clarification regarding contents of the Bids:** During evaluation and comparison of e-bids, the Buyer may, at its discretion, ask the bidder for clarification of his e-bid. The request for clarification will be sought through [www.eprocure.gov.in](http://www.eprocure.gov.in) only 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. Validity of Bids:** The E-Bids should remain valid till **90 days** from the last date of submission of the E-Bids.

**12.** The technical e-bids should have the following details:- NA

## **Part II – Essential Details of Items/Services required**

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

<b>Ser.</b>	<b>Description</b>	<b>Deno.</b>	<b>Qty.</b>
(a)	7109 HL – 03 GEROTER	Nos	01
(b)	1028 FX- 01 HEATER WIRE	Nos	01
(c)	1033 AE- 01 NUT- A	Nos	01
(d)	1007 SS- 01 CHEMICAL HOSE	Nos	01
(e)	INSTAPAK CHEMICAL A 75KG DRUM	Nos	01
(f)	Hiring of services for full servicing & overhauling of instapak machine include visiting, airfare/lodging/fooding charge of one mechanic	Job	01
(g)	Freight Charges	----	----

**2. Contact Person** – LOGO, INS UTKROSH, Port Blair.

Tele. No. 03192-248881

Fax No. 03192-239281

## **Part III – Standard Conditions of RFP**

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

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

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

**3. 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 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.

**4. 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.

**5. 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.

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

**7. 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.

8. **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.

### **Part III GST**

1. Firms are to clearly mentioned GST amount. If noting is mentioned, it will be assumed that GST is inclusive to the quoted price.

2. 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.

### **3 Octroi Duty & Local Taxes**

1. 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.

4. 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. Risk & Expense clause –**

1. In case contractor fails to carry out job on any day, the operating authority can have services from any other source prevailing market rates at the risk and expense of the contractors. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the 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.

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

- (a). Such default.
- (b). In the event of the contract being wholly determined the balance of the stores remaining to be delivered there-under. 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.

#### **4. 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.

#### **5. Performance Guarantee:**

- (a) **Indigenous cases:** 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 only.) 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 and must be prepared in favour of CDA (IDS), New Delhi.. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
- (b) **Earnest Money Deposit:** – NA.
- (c) **Payment.** The service will be on credit basis and payment by NEFT shall be made by JCDA (PBR) on submission of all relevant documents along with bills and job satisfaction certificate issued by user on monthly basis within 30 days. No advance payment will be made.
- (d) **Inspection Authority:** The suitability of the candidate for the said service is subject to Scrutiny/Interview carried out by user department.
- (e) **Price bid format:** Format as per BoQ to be uploaded on [www.eprocure.gov.in](http://www.eprocure.gov.in)

## **Part V – L1 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 in the commercial bidder for each item separately 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, 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.

2. **Price Bid Format:** As per format given at BoQ.

3. Please acknowledge receipt.

Thanking You,

Yours truly,

Sd/xxxxx  
(Pawan Kumar Gupta)  
Lieutenant  
Logistics Officer(AOL)  
for Commanding Officer