

Reply should be addressed to
The Commanding Officer

INS Kumbhir
C/o Navy Office
Port Blair-744 102

438/LP/R&R

11 Sep 18

To,

REQUEST FOR PROPOSAL

INVITING E-BIDS FOR PROVING OF APT CLUSTERS ONBOARD
INS KUMBHIR

1. E Bids in sealed cover are invited for proving of APT clusters onboard listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the e-Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending e-Bids or seeking clarifications regarding this RFP are given below –

a. Bids/queries to be addressed to: **The Commanding Officer
INS Kumbhir**

b. Postal address for sending the Bids: **The Commanding Officer
INS Kumbhir
C/o Navy Office
Port Blair - 744102**

c. Name/designation of the contact personnel : **Lieutenant Hari Kozhikote**

d. Telephone numbers of the contact personnel: **03192-241532**

e. Fax number : **03192-241532**

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-** Special conditions of RFP

e. **Part V-** Evaluation Criteria & Price Bid issues.

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.

Part I – General information

1. **Critical Dates.** The critical dates with respect to the tender reference number **438/LP/R& R dated 11 Sep 18** is as tabulated:-

<u>CRITICAL DATE SHEET</u>			
Ser No.	Item	Date	Time
(a)	Tender Published on www.eprocure.gov.in .	11 Sep 18	1800
(b)	Bid document download/ start date	11 Sep 18	1800
(c)	Clarification start date	11 Sep 18	1800
(d)	Clarification end date	17 Sep 18	1700
(e)	Pre-bid meeting on		
(f)	Bid submission start date	17 Sep 18	1800
(g)	Bid submission end date	01 Oct 18	0900
(h)	Opening of tender box for physical verification of documents		
(k)	Bid opening date	03 Oct 18	0900

2. **Manner of depositing the bids.** The bids will be submitted through on-line mode of Central Public Procurement Portal (CPPP) on <https://eprocure.gov.in/eprocure/app> by due date. However, certain documents would be required to be submitted physically and are required to be dropped in the tender box at the prescribed location/ address by due date. Late tenders will not be considered. No responsibility will be taken by the Buyer for postal delay or non-delivery/ non-receipt of bid documents. Bids sent by FAX or e-mail will not be considered. Details are as follows:-

(a) **On-line Submission.**

(i) **Cover-I** It will contain NIT, RFP, scanned copy of EMD, & BoQ (Price Bids). Commercial e-bids will be submitted in the form of “BoQ” (Bill of Quantities) as per Appx ‘A’ of RFP.

(b) **Physical Submission (Mandatory).** The documents listed here, are to be physically submitted in original in hard copy, in a sealed envelope and dropped in the tender box so as to reach prior to bid submission closing date and time. The responsibility to ensure this lies with the Bidder. The envelope should be super scribed with Tender Enquiry No **438/LP/NS dated 11 Sep 18**.

(i) **Original copy of Earnest Money Deposit (EMD).** The details of EMD or exemptions proof are given in paragraph 14 of Part I of RFP.

(ii) Bidder required to submit documents and their proof as mentioned in Apex ‘A’. These documents will be signed by the authorized company representative and stamped with the company stamp.

3. **Time and date for opening of bids.** The technical/Commercial bids and EMD will be opened on **03 Oct 18 at 0900 hours**. (If due to any exigency, the bids cannot be opened on due date and time, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the buyer. The opening of the bids can be witnessed on-line by the bidders by logging into the e-procurement site. The date and time of opening of commercial bids will be intimated later by the buyer).

4. **Location of the tender box.** INS Kumbhir, C/o Navy Office, Port Blair. Only those Bids that are found in the tender box will be opened Bids dropped in wrong Tender Box will be rendered invalid. No documents other than those specified at Paragraph 2 (b) above will be dropped in the Tender Box.
5. **Place of Opening of the Bids.** INS Kumbhir, C/o Navy Office, Port Blair at 0900 hrs on 03 Oct 18. The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Important 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 representatives of one/ more bidders.
6. **Single. Bid System.** The entire documents submitted physically in tender box at INS Kumbhir, C/o Navy Office, Port Blair on due dated before opening of commercial e-bids as per apex. 'A' of RFP.
7. **Forwarding of bids.** The following points are to be considered by bidder before submission of bids:-
- (a) The documents specified in Para 2(b) above are to be deposited physically as per instructions. The physical receipt of these documents by the Buyer is mandatory. The bids shall not be accepted if these documents are not received by the Buyer prior to bid opening date and time.
 - (b) The Commercial bids will be submitted "Online Only" as given in paragraph 2(a) above. Scanned copies of all documents mentioned at Para 2 (b), given in physical form are not to be required uploaded.
 - (c) The Technical and Commercial bids should be submitted by the bidder duly digitally signed by the legal owner of the firm or the person authorized by him to do so.
 - (d) Partial bidding shall not be acceptable and the bid is liable to be rejected.
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 07 days prior to the date of opening of the Bids.
9. **Modification and Withdrawal of Bids.** The bidder may modify (resubmit) his bid online after submission, as per provisions available on the portal. No bid shall be modified after the deadline for submission of bids.
- (a) If bidder desires to withdraw before bid submission closing date/ time, he may do so online in the portal. EMD (in case) submitted in physical form shall be returned offline after the opening of bids only. However, the cost of the tender, if applicable, will not be refunded to the firm.
 - (b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.
10. **Clarification regarding contents of the Bids.** During evaluation and comparison of the bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Validity of Bids.** The Bids should remain valid upto four months (120 days) from the last date of submission of the Bid.
13. **Earnest Money Deposit:** Earnest Money for an amount of **Rs. 9,600.00 (Rupees Nine Thousand Six Hundred only)** should be deposited along with the quotes in the form of Account payee Demand Draft. Fixed Deposit receipt Bankers cheque or Bank guarantee form any of the commercial banks in the favor of CDA (IDS), New Delhi. The EMD of the unsuccessful tenders will be after award of contract.
14. **Cost of Tender.** NA

Part II – Essential Details of Items/ Services required

1. **Schedule of Requirements:** Procurement of Cable Electrical 5x2.5 SQMM are as mentioned below:-

Sl.No	Description	Qty / Deno
01	As per BoQ	

2. **Terms of Delivery / Date of Delivery:** Delivery period/work completion time for proving of APT of clusters onboard INS Kumbhir is 30 days from the effective date of contract.

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 for Contract 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:** NA
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:** NA
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, services 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. Renewal and Extension: It should be ensured that new rate contracts are made operative right after the expiry of the existing rate contracts without any gap for all rate contracted items. In case, however, it is not possible to conclude new rate contracts due to some special reasons, timely steps are to be taken to extend the existing rate contract with same terms and condition etc. For a suitable period with the consent of the rate contract holders. Rate contracts of the firms which do not agree to such extension, are to be left out of consideration for renewal and extension. Period of such extension should generally not be more than three months. Also, while extending the existing rate contracts, it shall be ensured that the price trend is not lower.

10. Repeat order and Option Clause: Provision for repeat order and option clause should not be made as a matter of course in the RFP's as these clauses may be provided in the RFP only in exceptional circumstances, where the consumption pattern is not predictable, with the stipulation that while exercising one or both these clauses the overall ceiling of fifty percent of the originally contracted quantity will not be exceeded. Repeat order and/or Option clause may be exercised more than once, provided altogether these orders do not exceed 50 % of the original order quantity.

11. 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 services is delayed for causes not attributable to Force Majeure for more than (30 days) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than (Two months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized 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.

12. 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.

13. 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.

14. 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 tents, 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.

15. 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.

16. Taxes and Duties

In Respect of Indigenous Bidders:

1. 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, total cost quoted by them in their bids will be taken into account in the ranking of bids.

2. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty /tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemptions from taxation authorities.

3. 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 shall be reimbursed to the Buyer by the seller. All such adjustment 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.

4. Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi /Entry tax, etc on final product will be

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

17. Sales Tax / VAT

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

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.

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:

(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.) for a sum equal to 10% of the expected annual drawl value within one week from signing of the contract. 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. Tolerance Clause: NA

3. Payment Terms for Indigenous Sellers: It will be mandatory for the bidders to indicate their Bank account numbers and other relevant payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The copy of the model mandate form prescribed by RBI to be submitted by bidder for receiving payment through ECS is at form DPM-11.

(a) 100% payment through AAO (ANC) within 45 days after production of invoice and the work completion certificate by the respective user.

4. Paying Authority: AAO, Port Blair

(a) **Indigenous Sellers:** (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

(i) Ink-signed copy of contingent bill / Seller's bill,

- (ii) Ink-signed copy of Commercial invoice / Seller's bill,
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's Concurrence,
- (iv) Work Completion Certificate
- (v) Guarantee / Warranty Certificate
- (vi) Performance Bank guarantee/Indemnity bond where applicable,
- (vi) Any other documents/ certificate that may be provided for in the Supply Order/ Contract.
- (vii) 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).
- (viii) User Acceptance.

5. **Advance Payment:** No advance payment (s) will be made.

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/organization including the Buyer or any Dept, 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 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 upto 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 -”.

7. Force Majeure clause

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligation (except for failure to pay any sum has become due on account of receipt of good under the provisions of the present contract), if the non-performance result 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 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 obligation under this contract due to Force Majeure condition, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not alter 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 06 (Six) months, either party hereto reserve 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.

8. Risk & Expense clause –

(a) Should the stores/ services not be delivered with the time or time specified in the contract documents, 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, declare the contract as cancelled either wholly or to the extent of such default.

(b) In such case, the buyer can hire these services from outside source as deemed fit by him at the risk & expense of the contractor and expenditure on this account can be settled from the outstanding payment of firm / PBG deposited by the firm.

(c) Any dispute between the services provided and employees should be mutually settled / resolved between them, principal authority will not be responsibility for the same.

9. **Specification:** As per BoQ.

10. **Earliest Acceptable Year of Manufacture:** Quality / Life certificate will need to be enclosed with the Bill.

11. **Transportation:**

a. **CIF/CIP** – The stores shall be delivered CIF/CIP _____ (Port of destination). Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller also has to procure marine insurance against the Buyer's risk of loss of or damage to goods during the 270 carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The stores shall be delivered to the Buyer by Indian ships only. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The goods should be shipped by Indian vessels only. However, the Seller can still utilize the services of the MoD, Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/signed in case of import of Defence Stores being brought in commercial ships to Embarkation Head Quarters concerned well in advance before the Ship sails the port of loading:

i. Name of the Ship

ii. Port of Loading and name of Country.

iii. ETA at port of Discharge i.e. Bombay, Calcutta, Madras and Cochin.

iv. Number of Packages and weight.

v. Nomenclature and details of major equipment.

vi. Special instructions, if any stores of sensitive nature requiring special attention.

12. **Quality:** The item delivered/repaired should correspond to the conditions & standards valid for delivery of the same items or specifications enumerated in RFP.

13. **Quality Assurance:** 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.

14. **Inspection Authority:** The inspection will be carried out by The Commanding Officer, INS Kumbhir.

15. **Franking clause:**

(a) **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) **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.”

16. Claims: The following Claims clause will form part of the contract placed on successful Bidder –

a. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing list/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MOD website and can be given on request).

c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI 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 276 of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MOD website and can be given 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 reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

g. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

17. Warranty: Firm warranty for 1 years after job completion.

18. PBG Clause: - A security deposit @ 5% of total contract value is to be deposited in the form of bank FDR in favour of JCDA (ANC), Port Blair by successful bidder having Contract/ Supply Order Value over Rs. Two lakhs on award of contract.

Part V – Evaluation Criteria & Price Bid issues

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

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

(b) Technical bids of all the bidders shall be opened first by the board of officers duly appointed by the office. Bids will be evaluated for their completeness, correctness. Bidders meeting the technical requirements specified in the RFP shall qualify for opening of commercial bids. Bidders not qualifying technical criteria shall not be considered for opening of commercial bids and the commercial bids will be returned to the bidders by post.

(c) Commercial bids of technically qualified bidders will be opened by the board duly appointed by the office, in presence of bidders/their representatives. Rates quoted by the bidders will be spelt out in respect of each bidder and there after Comparative Statement of tenders will be prepared. Bidder quoting more than 50% of the Service Charges fixed by the office shall qualify commercially (for service charge refer para 2). Commercially qualified bidders quoting the lowest service charge will be considered L1 and award of contract.

(d) Submission of Rates: Bidders shall quote their best competitive rates for providing the Stationery items. The rates should be inclusive of all wages/Taxes and no extra cost on any account of this contract shall be borne by INS Kumbhir.

(e) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Commercial-Bid Format. No additional payment on any account towards execution of this contract will be permitted to the contractor.

(f) If there is any discrepancy in the quoted rates due to rounding off the figures, the same will be recalculated as per mathematical norms to the two digits after decimal. Also, in such a case the rates quoted in percentage may be considered for determination of lowest bidder.

2. **Service Charges:** - The lowest offer is determined as L1 and eligible for award of placement of order/award of contract.

3. **Price Bid Format:** The Price Bid Format is given in the form of BOQ.

Date: 11 Sep 18

(BPS Godara)
Lieutenant Commander
Logistics Officer
for Commanding Officer