

Tel: 0884 2342171(Fax)
Reply should be addressed to
The Commanding Officer

ICGS Kakinada
Burma Shell Area
Beach Road Junction
Kakinada Port
Kakinada - 533001

KND/RFP/MW/01/18-19/C-430

 Apr 18

M/s _____

INVITATION OF BIDS FOR PROCUREMENT OF LEAD 300X AMPLIFIER UNIT FOR C-430
REQUEST FOR PROPOSAL NO. KND/RFP/MW/01/18-19/C-430 DATED 06 APR 18

Sir,

1. Bids in sealed cover under single bid system are invited for supply of items listed in Part II of this RFP. Please super scribe the above mentioned title, RFP number and dated of opening of the bids on the sealed cover to avoid the bid being declared invalid.

2. The address and contract no. for sending bids or seeking clarifications regarding this RFP is as follows:-

The Commanding Officer
ICGS Kakinada
Near Burma Shell area, Beach Road Junction
Kakinada -533 001
Telephone: - 0884-2342175

3. The RFP is divided into five parts as follows:-

(a) **Part - I** Contains general information and instruction 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 services required such as the Schedule of Requirements (SOR). Technical Specification, Delivery Period, Mode of delivery and consignee details.

(c) **Part - III** Contains Standard conditions of RFP, which will form contract with the successful bidder.

(d) **Part-IV** Contains Special Condition applicable to this RFP and also form part of the contract with the successful Bidder.

(e) **Part-V** Contains Evaluation Criteria and Format for Price bids.

4. This RFP is being issued with no financial commitments and the customer reserves the right to change or vary any part thereof at any stage. The customer also reserves the right to withdrawn the RFP should it become necessary at any stage.

5. **RFP Part-I, II, III, IV & V** are enclosed herewith.

6. The Para marked with 'Blank' will not be considered as part of RFP.

Thanking You,

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Arun P Dayal', is written over a horizontal line. The signature is fluid and cursive.

(Arun P Dayal)
Asst Commandant
Logistic Officer
for Commanding Officer

Encl: As above

REQUEST FOR PROPOSAL (RFP)

Part I – General Information

1. **Last date and time for depositing the bids:** on 27 APR 18 AT 1500 Hrs
(Date to be mentioned in terms of DD MM YEAR)
The sealed bids (both technical and Commercial, in case of two bids are called for) should be deposited/reached by the due date and time. The responsibility to ensure this lies with the bidder.
2. **Manner of depositing the bids:** Sealed bids should be **either be dropped** in the Tender Box marked as Tender Box (Local Purchase) or sent by Registered Post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non receipt of Bid documents. Bids sent by fax or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of bids:** On 27 APR 18 At 1600 Hrs
(if due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other daytime, as intimated by the buyer).
4. **Location of the tender box:** The Main entrance near to security point of ICGS Kakinada, Near Burma Shell Area, Beach Road junction, Kakinada. Only those bids that are found in the tender box will be opened. Bids dropped in wrong tender box will be rendered invalid.
5. **Place of Opening of the Bid:** The bids will be opened in the waiting room of the station. The bidders may depute their representatives, duly authorized in writing to attend the opening of bids on the due date and time. Rates and important commercial/technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system:** Not Applicable
7. **Forwarding of bids:** Bids should be forwarded by the bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, bank address /with EFT account if applicable act and complete postal and e-mail address of their office alongwith their telephone/telefax numbers.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the customer in writing about the clarification sought not later than 14 days prior to the date of opening of bids. Copies of the query and clarification by the customer 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 customer prior to the deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a duly signed confirmation copy to be sent by post and such signed confirmation should reach the customer 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 specific. Withdrawal of a bid during this period will result in the bidder's forfeiture of bid security.

10. **Clarification regarding contents of the bids:** During evaluation and comparison of bids, the customer may at its discretion ask the bidder for clarification of his bid. The request 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/bids will be rejected.
12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid for 90 days from the last date for submission of bids.
14. **Earnest Money Deposit:** Bidders are requested to submit Earnest money deposit (EMD) for **Rs.12,249/-** (Rupees **Twelve Thousand Two Hundred Forty Nine** Only) along with the bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of 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 the 30th day after the award of the contract. The bid security of the successful bidders 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 amend, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** - The requirement of items is as follows
2. **Single-Bid system:** The tender shall be submitted in single bid system.
3. **Delivery Period:** Delivery period for supply of items would be within 120 days from the date of placement of supply order.

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. services provider in the Contract) as selected by the customer. 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.
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 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 clauses 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 undue influence:** The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage inducement to any person in service of the buyer or otherwise procuring the supply orders forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract order any other contract order with the relation to the present contract order for any other contract order with the government of India. Any breach of the aforesaid undertaking by the bidder or any one employed by him for acting on his behalf (whether with or without knowledge of the contractor) of the commission of any offers by the contractor or any one employed by him or acting on his behalf, as define in chapter IX of the Indian penal code, 1860 of the prevention of corruption Act 1986 or any other act enacted for the prevention of corruption shall entitle the customer to cancel the contract order and all any other contract orders with the contractor and recover from the contractor the amount of any loss arising from such cancellation. Decision of the customer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the contractor. Giving or offering of any gift bribe or inducement or any attempt at any such act on behalf of the contractor toward any officer / employee of the contract or to any other person in a position to influence any officer / employee of the customer for showing any favour in relation to this or any other contract order shall render the contractor to such liability / penalty as the customer may deem proper, including but not limited to termination of the contract order, imposition of penal damages forfeiture of the Bank Guarantee and refund of the amounts paid by the customer.

5. **Agents / Agency Commission:** The contractor confirms and declares to the customer that the contractor is the original provider of the services referred to in this contract order 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 order to the bidder, 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 bidder agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the bidder has engaged any such individual / firm, and paid oriented 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 order, the bidder will be liable to refund that amount to the customer. The bidder will also be debarred from entering into any contract order with the Government of India for a minimum period of five years. The customer will also have a right to consider cancellation of the contract order either wholly or in part, without any entitlement or compensation to the bidder who shall in such an event be liable to refund all payments made by the customer in terms of the contract order along with interest at the rate of 2 % per annum above LIBOR rate. The customer will also have the right to recover any such amount from any contract order concluded earlier with the Government of India.

6. **Access to books of accounts:** In case it is found to the satisfaction of the customer the bidder has engaged an agent or paid commissioned or influenced any person to obtain the contract as described in clauses relating to agents /agencies commission and penalty for use of

undue influence, the bidder, on specific request of the customer, shall provide necessary information/ inspection of the relevant financial documents/ information.

7. **Non-disclosure of contract documents:** Except with the written consent of the customer /bidder, 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 bidder failure to submit the Bonds, Guarantees and documents, services, training to the personnel employed etc as specified in this contract, the customer may at his discretion, with hold any payment until the completion of the contract. The customer may also deduct from the bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the services mentioned above for every week of delay or part of a week, subject to the maximum values of the liquidated damages being not higher than 10% of the value of delayed services.

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

(a) The services provided by the contractor are found below the acceptable standard amplified in the SOR of this RFP for the causes not attributable to force majeure.

(b) The contracting firm is declared bankrupt or becomes insolvent.

(c) The undertaking of the tasks is delayed by more than 01 week due to causes of Force Majeure provided the same is a clause in the contract.

(d) The customer has noticed that the bidder 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.

10. **Taxes and Duties: GST is Applicable**

(a) Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(b) 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.

(c) Any change in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, service tax, Octroi/entry tax etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the buyer to the extent of actual quantum of such duty/tax paid by the seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concessions, etc, if any, obtained by the Seller. Section 64-A of sales of Goods Act will be relevant in this situation.

(d) 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 required to include the same in the pricing of their product.

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. Contractor in the contract) as selected by the customer 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 authorised to conduct government business (ICICI bank Ltd, Axis bank Ltd or HDFC bank Ltd) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance bank guarantee should be valid up to 60 days beyond the date of expiry of the contract. The specimen of PBG is given in Form DPM-15 (available in MoD website and can be provided on request).

(b) **Foreign cases:** Not applicable

2. **Tolerance Clause:** Not applicable.

3. **Payment terms (Indigenous Service Provider):** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by the bidders for receiving payments through ECS is at Form DPM-11 (available in MoD website and can be provided on request).

4. **Advance Payments:** No advance payments will be made 100% payment and completion of delivery.

5. **Paying Authority:** The Deputy Controller of Defence Accounts (Navy), Vizag. The payment of bill will be made on submission of the following documents by the service provided to the payments authority along with the bill.

(a) Ink-signed copy of commercial invoice (in triplicate)

(b) Satisfactory work completion report by the Commanding Officer, ICGS Kakinada or his authorized officers.

(c) Copy of contract with UO no. & date of IFA's concurrence, where required under delegation of power.

(d) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as service tax, add service tax, proof for EPF/ESIC contribution with nominal roll beneficiaries.

- (e) Bank guarantee/Warranty certificate.
 - (f) Performance bank guarantee/indemnity bond.
 - (g) Details of electronic payment viz Account no., account holders name, bank name, branch name & address, account type, account no., IFSC code, MICR code.
 - (h) Any other document/certificate that may be provided in the contract.
 - (j) User acceptance.
6. **Registration Certificate:** Registration Certificate with the competent authority for supplying of manpower is to be submitted.
7. **Inspection Authority:** The inspection will be carried out by concerned User Department of ICGS Kakinada or his authorized officers for performance evaluation of the guards. The mode of Inspection will be Departmental Inspection / User Inspection.
8. **Warranty:** Items are to be guarantee for minimum 12 months from the date of delivery or addition as per manufacture norms. Whichever is for larger period.
9. **Loading of Cost for Items "Not Quoted":** The bidder is to quote for all the section/sub-sections mentioned in the SOR. Any omissions/deviation to the SOR are to be recorded in the the Record of Deviations and submitted along with the bid. In case a bidder fails to quote for a certain item, their bid will be loaded by the amount quoted by the highest bidder for that particular item and this lading will be considered for determining the L1. Customer reserves the right to determine the qualification of a firm on this account.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:
- (a) Bids will be evaluated only if found to be fulfilling all the eligibility and qualifying requirements of the RFP.
 - (b) The taxes applicable are to be indicated separately. Bids submitted without mentioning taxes separately would be summarily rejected. If NIL taxes are mentioned the relevant notification/exemption certificate should be indicated.
 - (c) Seller has to submit a Copy of registration certificate under GST along with the bids. In case the firm is unregistered under GST, the same has to be communicated by the Seller on their letterhead.
 - (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (e) Levies, taxes and duties levied by Central/State/Local Governments 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 required to include the same in the pricing of their product

2. **Price Bid Format (to be used for L-1 determination):-** The Price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (The format indicated below is only as an illustration). L-1 will be determined by base price excluding of all taxes

a Cost of the item (s):

Sl	Description	Part No	Qty (No)	HSN Code and applicable tax	Unit Rate (Rs)	Amount (Rs)
(a)	LRAD 300X Amplifier unit	108681-03 R.03	01	8518	xxx	xxx
Total						
GST						
Grand Total						

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

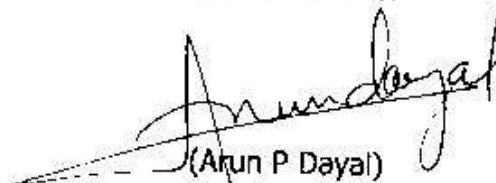
	Item	Unit price	Qty	Total
i.	A			
ii.	B			
iii.	C			
iv.	Total price of item (s)			

- b. Accessories
- c. Installation/Commissioning
- d. Training
- e. Technical literature
- f. Tools
- g. AMC
- h. Any other requirement

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

Thanking you

Yours faithfully,



(Arun P Dayal)
Asst Commandant
Logistics Officer
for Commanding Officer