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INHS Nivarini
P.O. Chilka,
District Khurda,
Odisha – 752037

Reply should be addressed to
The Commanding Officer

To,

REQUEST FOR PROPOSAL

**INVITATION OF ONLINE BIDS FOR UPGRADATION OF
BASKETBALL COURT, FUTSAL COURT AND VOLLEYBALL COURT**

REQUEST FOR PROPOSAL (RFP) No SP/215/Sports Grounds dated 26 Dec 24

- 1 Bids are invited on GeM portal for supply of items listed in part II of this RFP.
- 2 The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below –
 - (a) Bid /queries to be addressed to: **The Commanding Officer, INHS Nivarini**
 - (b) Postal address for sending the bid: **INHS Nivarini, P.O. Chilka, Naval Base Chilka, Dist – Khordha- 752037.**
 - (c) Name/designation of the contact personnel: **Lieutenant Commander Saurav Tiwari, Sports Officer**
 - (d) Telephone numbers of the contact personnel: **8129602837**
 - (e) E-mail ID's of contact personnel: **nivarini-navy@navy.gov.in**
 - (f) Fax number: **06756227245**

This RFP is divided in to five parts as follows: -

- (a) **Part I.** Contains general information and instructions for the Bidder about the RFP such as the time, place of submission and Opening tender, validity period of tender, TEC
- (b) **Part II.** Contains essential details of the items/services required, such as the time schedule of details 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 tom this RFP and which will also form part of the contract with the successful Bidder.
- (e) **Part V.** Evaluation criteria & Price Bid issues.

4. This RFP is being issued with no financial commitments 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.



(Saurav Tiwari)
Lieutenant Commander
Sports Officer
for Commanding Officer

Part I – General Information

Online tender is invited through GeM from GST registered vendors for **Upgradation of Basketball Court, Futsal Court and Volleyball Court (as per scope of work given at Appendix 'A') at INHS Nivarini**. Firm fulfilling the conditions are capable to undertake above services may submit the form with the requisite documents such as Earnest Money Deposit, Service Tax Registration Certificate etc. in **two** bid system.

1. Last date and time for depositing the Bids: As per GeM portal.

The last date for online submission of bids as per the dates mentioned in respective tender ID on GeM. They should be uploaded (URL – <http://gem.gov.in>) by the due date and time. The responsibility to ensure this lies with the bidder.

2. Manner of depositing the Bids: The bids have to be submitted through online (URL – <http://gem.gov.in>) by the due date and time only. **Bids sent by the post/Fax/e-mail will not be considered.** Prices to be quoted as per GeM of subject tender enquiry along with other important documents as indicated.

3. Time and date for opening of Bids: As per GeM portal.

4. Location of the Tender Box: NA (only online bids will be considered) EMD in original should be reached at INHS Nivarini, Naval Base Chilka, Khurda – 752037 within time.

5. Place of opening of the Bids: INHS Nivarini, Naval Base Chilka, Khurda – 752037 Bids will be opened online. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

6. Two-Bid system: Yes, as per GeM portal

7. Forwarding of Bids: Bids should be forwarded by Bidders under their original memo / letter pad through ONLINE portal only.

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 through Mail only which sought not later than **07 (Seven)** days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be made 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 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. **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 till **180 days** from the last date of submission of the bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 4,60,000/- (Rupees Four Lakh Sixty 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 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. Bidders can submit bid security declaration instead of Bid Security/EMD vide GOI (MOF) letter no. F9/4/2020-PPD dated 12 Nov 20.
15. **EMD to reach to this office in original by registered post/by hand before due date and time of bid submission**, failing which bids will not be considered. It is also to be noted that all tender documents, as enumerated in the RFP, including EMDs / Exemption Certificate, if any, to be submitted on GeM (www.gem.gov.in) for verification during submission of bid online at GeM portal.
16. **Pre Bid Conference:** Yes, as per GeM portal.
17. **Submission of Quotes:** Firms are requested to submit quotes on comprehensive basis with requisite technical, financial and statutory specifications on the scope of work (**Appendix 'A'**) during the contract whilst meeting specified parameters on original letter pad with TIN.PAN/VAT/GST registration number of firm.
18. **Site Visit** Bidders are required to visit the site for accessing the ground work before quoting the final amount in GeM and obtain a site visit certificate (mandatory) from COA. In this lieu, it is essential to state that this site visit is considered critical towards understanding the scope of work clearly by interested suppliers considering remote geographical location of this hospital and highly technical nature of the job.

19. **Commercial Bid:** Commercial Bid will be considered for opening and making comparative statement in respect of only those firms technically recommended for qualification by the board of Officer and approved by CFA.

20. **Parallel Contract:** The contract concluding authority reserves the right to distribute/apportionment of total requirement between the firms in case it is considered that L1 is not able to meet the requirement in full with the same terms and conditions and at L1 rate.

21. **Scope of Work:** Scope of work involved in this contract is placed elaborately at **Appendix 'A'**. The firms are requested to go through the complete scope of work as given in Appendix 'A'. In exceptional cases and exigencies of services the CFA has right to amend the scope of work e.g. increase/ decrease in map power requirement and any other related work involved.

22. The Commanding Officer/officer-in-Charge of the unit shall have the right to accept or reject tender bids without assigning any reason.

Part II – Essential Details of Items

1. **Scope of Work:** Essential details of Item required are as follows. All details of SOW are placed at Appendix 'A'.

<u>Ser</u>	<u>Item Description</u>	<u>Deno.</u>	<u>Qty</u>
(a)	Supply and installation of Basketball court with Poly Propylene tiles, dugouts and accessories.	Job	01
(b)	Supply and installation of Futsal Court artificial turf with fencing & accessories.	Job	01
(c)	Supply and installation of Volleyball Court artificial turf with fencing & accessories.	Job	01

2. **Technical Details.** Yes, as per Appendix 'B'.
3. **Two-Bid System.** Yes
4. **Mode of tendering.** OTE, through GeM under rule 149 of GFR 17.
5. **Contract Period.** Delivery period for supply of items/Service would be **120 days** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case non-compliance of term & conditions within the contract period, for a short duration, may be extended on mutual consent of both the Buyer seller.
6. **INCOTERMS for Delivery and Transportation.** DDP (Delivered Duty Paid). The definition of delivery period for the RFP will be **DUTY DELIVERY PAID**.
7. **Location Details.** INHS Nivarini, Naval Base, PO – Chilka, Dist. - Khurda 752037

PART III – STANDARD CONDITIONS OF RFP

Bidder is required to give confirmation of their acceptance of the Standard 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 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. **Standard Condition of Contract (SCOC):** The bidder is required to accept our Standard Conditions of Contract. In addition, standard clauses regarding agent/agency commission, penalty for use of undue influence, access to books of accounts, non-disclosure of contract document, arbitration and laws would be incorporated in the contract. Failure to do so may result in rejection of the bid submitted by the bidder. The same can be obtained from MOD Web site www.mod.nic.in/DPM.

3. **Effective Date of the Contract:** Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/ provide in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

4. **Arbitration:** All disputes or difference 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 construction or performance, which cannot be settle amicably and mutually, may be resolve through arbitration by an arbitrator appointed by the CFA. The final decision in this regard will be of the CFA. The arbitration proceeding by the CFA. The final decision in this regard will be of the CFA. The arbitration proceeding shall be conducted under the Indian arbitration and conciliation act 1996. The standard clause of arbitration is as per form DPM – 09 (available in MOD website) and can be provide on request.

5. **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 so 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 favor or disfavor 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 favor 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.

6. **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 recommended 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.'

7. **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 clause 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.

8. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract in any provision, specification, plan, design, pattern, sample or information thereof to any third party.

9. **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 the 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.

10. **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) Non-performance of the equipment.

(b) The buyer purchases the equipment within the stipulated period of the contract to install on its own. The amount payable on termination of contract will be as per the actual period for which the service was utilized.

(c) The delivery of material is delayed due to causes of Force Majeure by more than **(04 months)** provided Force Majeure clause is included in contract.

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

(e) 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.

(f) As per decision of the Arbitration Tribunal.

11. **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.

12. **Taxes and Duties**

(a) **General (in respect of indigenous bidders)**

(i) 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 bids would be summarily rejected.

(ii) If a bidder is exempted from payment of any duty/tax up to any value of supplies from them he should clearly state that no such duty/tax will be charged by 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.

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

(iv) In case of extension of Delivery Period any increases in taxes, duties, levies etc. will not be paid to the seller. In case of decrees the difference to be passed on to the buyer.

(b) **Customs Duty**

(i) Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (aa) Triplicate copy of the bill of entry; (bb) copy of bill of lading; (cc) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import License, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defense Buyer contract number..... date.....

(ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to

customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) **Goods and Services Tax (GST)**

(i) GST will be paid to the Seller at the rate applicable based on description, HSN/SAC code and the relevant schedule of CGST Act.

(ii) In pursuance with Section 171 (1) of CGST Act, an undertaking is to be affected by the seller declaring that "Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit (ITC) shall be passed on to the recipient by way of commensurate reduction in prices". Further, in case it is detected by the government that any ITC has accrued to the seller as a result of migrating to GST, after receiving the consideration/reimbursement for his supplies, the seller is mandated to refund the same accordingly to the Paying Authority, giving details and particulars of the transactions.

(iii) Unless otherwise specifically agreed to in term of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increases of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

PART IV – SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of conditions of the RFP mentioned below which will automatically be considered as part of the Contract conclude with the successful Bidder (i.e. seller the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid by the seller.

1. **Payment Terms.** It will be mandatory for the Bidders to indicate the bank account numbers and other relevant e-payment details so that payments could be made through CS/EFT mechanism instead of payment through cheque, wherever feasible. A copy of the model mandate form prescribed by RBI attached. 100% payment will be made through **ACDA (Navy), Visakhapatnam** against successful delivery of the item/equipment and acceptance by the user. The bidders are to provide the ECS Mandate of the respective banks

2. **Advance Payments.** **No advance payment will be made.**

3. **Paying Authority.** The payments of bills will be made by CDA, Vishakhapatnam. The following documents are to be forwarded with the items for making the payment.

- (a) Ink-signed copy of contingent bill / Sellers's
- (b) Ink-signed copy of Commercial invoice / Seller's
- (c) Copy of Supply Order/Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
- (d) CRVs in duplicate.
- (e) Inspection note.
- (f) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan. Customs duty clearance certificate, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. as applicable.
- (g) Exemption certificate for Excise duty / Customs duty. If applicable.
- (h) Performance Bank guarantee / Indemnity bond where applicable.
- (j) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICD code (if these details are not incorporated in supply order/contract).

4. **Risk & Expense clause**

- (a) 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.
- (b) Should the stores or any installment thereof not perform in accordance with the specifications/ parameters provided by the SELLER during the check proof tests to be 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.
- (c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase,

- (d) manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -
 - (i) Such default.
 - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (e) 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.

5. **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.

6. **Specifications.** The following Specifications clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within 180 days of affecting such up gradation/alterations.

7. **Inspection Authority.** Inspection will be carried out by Sports Officer, INHS Nivarini and by any officer nominated by the commanding officer of INHS Nivarini. The mode of inspection will be User Inspection.

8. **Franking clause** The following Franking clause will form part of the contract placed on successful Bidder –

(a) **Franking Clause in the case of Acceptance of Goods.** The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract.

(b) **Franking Clause in the case of Rejection of Goods.** The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.

Product Support: The following Product Support clause will form part of the contract placed on successful Bidder –

(a) The Seller shall certify that no sub-standard materials have been used in the manufacturing of items and shall provide written warranty to the effect that items fully comply with all the requirements of "FIBA approved Poly Propylene tiles" & "FIFA approved two-star Artificial Turf" in terms of quality of material used. The warranty shall be to replace at his own cost any part or whole of items if found defective or contrary to the specifications during a minimum of **15 years** for basketball flooring and **07 years** for futsal and volleyball flooring from the date of receipt.

(b) In case the Seller fails to carry out the said repairs / rectifications / replacement within the specified time, the Buyer shall get the repairs / rectifications / replacement as considered necessary, done at the risk and cost of the Seller by encashing the bank guarantee. In case any additional expenditure is incurred by the Buyer on this account, the same shall be borne by the Seller.

(c) The Seller shall also undertake to discharge all other requisite obligations as per this contract at his own cost.

(d) The text of Performance Warranty shall be as prescribed by the Buyer.

(i) If within the period of warranty, the item is reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the items are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the item would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller.

(ii) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within the warranty period.

(iii) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repaired and shall also provide the details of complete defect, reasons and remedial actions for defect.

10. **Miscellaneous.** Any other condition, based on the peculiarity of the proposal (including any condition negotiated during PNC), to be included in the RFP.

11. **Short Closure or Termination:** The contract will be short closed or terminated at purchaser's discretion on the following ground: -

(i) If the item is not delivered by the contracted deliver date.

(ii) Any of the information provided by tendered is found to be untrue.

(iii) If it is found that you have attempted to influence a person involved with the contract through unethical means.

(iii) The contract can be short closed in case of need with the mutual agreement of both parties.

12. **Apportionment of Quantity:** In case, if there is an apprehension that the L1 may not have the capacity to supply the entire requisite quantity, the order will be placed on L2, L3 and so on for the balance quantity at L1 rates, provided this is acceptable to them the order may be distributed as above among L2, L3, etc. at the L1 rate being critical nature of item the ratio of split will be minimum 25% and maximum 50% of the contract quantity at the discretion of CFA in accordance with Para 7.15.1 OF DPM 09.

13. **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 in no event exceeds the lowest price at which the seller sells the stores or offer to sell stores or identical description to any person/Organization including the purchaser or any department of the Central Govt. or State Govt. as the case may be during the period till performance of all supply order 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 the sell such stores to any person / Organization including the buyer or any Dept., of Central or State Govt. as the case may be at a price lower than sale or offer of sale to the Director General of supplied and Disposal and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

14. The approval or rejection of tender's rest with the Commanding Officer INHS Nivarini who reserves to himself the right of rejecting any tender in whole part of any item in respect of any or all the delivery points shown in the Schedules (IAFZ 2121) without cause assigned. The lowest tender will not of necessarily be accepted.

15. The Contract Operating Agency will be the **Commanding Officer, INHS Nivarini.**

16. **Performance Bank Guarantee (PBG).** 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 **5% of the contract value within 30 days** of receipt of the confirmed order (PBG has to be submitted by the lowest successful bidder post award of contract). **Performance Bank Guarantee should be valid up to 60 days** beyond the date of warranty (**validity of PBG should be 86 months**). The specimen of PBG is given in Form DPM-15 (Available in MoD website)

17. **Warranty.** The vendor will provide minimum **15 years guarantee for basketball Flooring and minimum 07-year warranty for football and volleyball flooring and 07-year warranty for other amenities** by the original manufacturer from the date of acceptance of the complete equipment / items or more. During Warranty period, the Vendor will repair / replace without any additional cost to any equipment / items, parts / accessories. During the period of warranty, the vendor will ensure that the system continues to perform in exactly the same manner as the time of acceptance. All equipment will meet the specification laid down by the relevant International Class Association and must be accompanied by the Measurement Certificate.

18. **Sample of Items** Physical sample of the items are to be submitted before technical bid evaluation. (Quality of the items are as per the detail mention in the **technical parameter matrix**).

19. **Past experience** Bidder should have completed the similar works related to sports infra below during the last five years.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **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 up in Bill of Quantity (BOQ).xls sheet correctly with full details as required under part-II of RFP (The format indicated below is only as an illustration. This format should be filled up with items/requirements as mentioned in part-II of RFP). The taxes applicable are to be indicated separately. Price bid format is placed at **Annexure 'C'**.
2. **Evaluation Criteria.** The evaluation of Bids will be done on the following criteria: -
 - (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. Pre-Qualification criteria is placed at **Annexure 'B'**.
 - (b) The Lowest Bid will be decided upon the over all lowest price quoted by the particular bidder as per the Price Format given at Para 2 below. **The L1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local Governments on final product, as quoted by bidders. Price preference up to 15% over the quotation of large scale units is provided for Micro, Small and Medium Enterprises (MSMEs) registered with NSIC for 358 items are listed in Form DPM-1.**
 - (c) 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.
 - (d) **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.**
 - (e) 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.
 - (f) 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.
 - (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 right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
 - (h) The Bidders are required to spell out the rates of Customs duty, Excise duty, 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 reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder 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 of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty up to any value of supplies from them, they should clearly state that no excise duty 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 Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

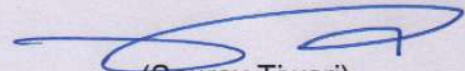
(j) Delivery with stipulated period of signing of contract shall be accepted. However, preference will be for shorter delivery period and loading will be done as per prevailing rules. The Buyer also reserves the right to do Apportionment of quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(k) The buyer reserves the right to negotiate commercial bid with the shortlisted vendors. The buyer is not bound to buy its requirements from the lowest bidder. A buyer reserves the right to qualify/disqualify bidders on the basis of valid and legal reasons.

(l) All the points listed at Pre-Qualification criteria (Annexure 'B').

(m) The firm should be in possession of the following: -

- (i) Certificate of Registration of Firm
- (ii) GST Registration certificate.
- (iii) income tax certificate
- (iv) Annual turnover certificate etc.
- (v) Acceptance of EMD/ MSME Certificate
- (vi) Self-Declaration certificate for not black listed
- (viii) Acknowledgement of ITR Return for F.Y 21-22, F.Y 22-23, F.Y 23-24.
- (viii) ISO Certificate
- (ix) Bank details attested by bank



(Saurav Tiwari)
Lieutenant Commander
Sports Officer
for Commanding Officer