

Tele: 022-27233570

Reply should be addressed to
The Chairman,
NCS Karanja

Navy Children School
Naval Station Karanja
Uran, Navi Mumbai
400704

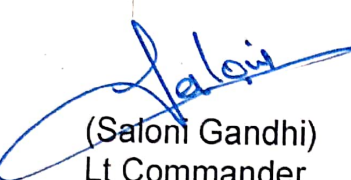
File: NCS/24/Infrastructure dt. 09 Mar 26

**DRAFT REQUEST FOR PROPOSAL
INVITATION OF BIDS FOR REFURBISHMENT OF RECEPTION AREA INTO
MOTIVATIONAL ROOM FOR NCS KARANJA AT NAVAL STATION KARANJA**

1. For and on behalf of the president of India, The Chairman, NCS Karanja, Naval Station Karanja. Invites sealed **OPEN TENDERS ENQUIRY** in the prescribed tender from reputed contractors with adequate experience and financial capability for procurement of items for NCS Karanja as per list in Part II of RFP.
2. The address and contact numbers for seeking clarifications regarding this RFP are given below: -
 - 2.1. Bids/queries to be addressed to: The Chairman, NCS Karanja
 - 2.2. Name/ Designation of contact person: Lt Cdr Saloni Gandhi, Director NCS Karanja
 - 2.3. Address: Navy Children School, Naval Station Karanja, Navi Mumbai, 400704
 - 2.4. Telephone No. of contact person: 022-27233570
 - 2.5. E-mail ID of contact person: directorncskaranja@gmail.com
3. This RFP is divided into five Parts as follows: -
 - 3.1. **Part 1** - 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.
 - 3.2. **Part II** - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR) Delivery Period, Mode of Delivery and Consignee details.
 - 3.3. **Part III** - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - 3.4. **Part IV** - Contains special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - 3.5. **Part V** - Contains Evaluation Criteria and Format for Price Bids as per BOQ.



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.


(Saloni Gandhi)
Lt Commander
Vice Chairman
NCS Karanja

PART-I GENERAL INFORMATION

1. **Last date and time for submission of the Bids.** 1000Hrs on 18 Mar 26. The sealed Bids 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 Prominently Bearing the marking. '**BID FOR REFURBISHMENT OF RECEPTION AREA INTO MOTIVATIONAL ROOM FOR NCS KARANJA**', be dropped in the Tender Box marked as "CHAIRMAN, NCS KARANJA" or sent by registered post or courier at the address given above so as to reach by 1000hr on 16 Feb 26. Late tenders will not be considered. No responsibility will be taken for non-delivery of Bid documents. Bids sent by Fax or e-mail will not be considered.

3. **Time and date for opening of Bids.** 1530Hrs on 18 Mar 26. 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 day/time, as intimated by the Buyer.

4. **Place of opening of the Bids.** The Bids will be opened in the Office of the Director, NCS Karanja.

5. **Forwarding of Bids.** Bids should be uploaded by Bidders under their original memo/ letter pad inter alia furnishing details like GST TIN number, Bank address with NEFT Account if applicable, etc. and complete postal & e-mail address of their office

6. **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 clarification sought not later than 10 (ten) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be prospective bidder who have received the bidding documents.

7. **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 should reach the purchaser not later than the deadline for submission of bids. No bids shall be modified after deadline for submission of bids. No bids may be withdrawn in the interval between the deadline of the submission of bids expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

8. **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.

9. **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.

10. **Validity of Bids.** The bids should remain valid for 180 days from last date of submission of bids



11. **Finalising of L-1 Firm.** The L-1 firm will be decided based on the total price. Applicable taxes are to be applied separately. Bidders are required to strictly follow the Bid Format as per BOQ.

12. **Commercial Bid.** The commercial bid is to be submitted strictly in accordance with BOQ to this tender enquiry. This format is to be strictly adhered to for submission of commercial bid. **Noncompliance could result in disqualification of the firm.** The Commercial bid once opened, will not be subject to unilateral revision by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates.

13. **Earned Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) of 2% of the annual bid amount of Rs. 8375/- along with their bids. The EMD may be submitted in the form of an Account payee Demand Draft in the favour of "NCS Karanja" at State Bank of India, branch NS Karanja (code-15222) 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). 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 EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the bid in any respect within the validity period of their bid. **EMD should be in favor of "NCS KARANJA" payable at Uran.**

Part II - Essential Details of Items/ Services Supply Order

1. 1.1. **Schedule of Requirements.** List of items/services required is as follows: -

Ser	Description	Qty	Rate	Total Amount
1.	Ceiling PVC Panel size 22 x 23 feet (506 sq.ft.)	1 no		
2.	Ceiling Lights with wiring and hanging aircraft model	12 nos		
3.	Wall Paneling size 22 x 10 ft (440 sq.ft.)	01 no		
4.	Wall Paneling size 23 x 10 ft (460 sq.ft.)	01 no		
5.	Concrete Rack Door Cover size 3 x 7 ft (42 sq.ft.)	01 no		
6.	Ship Tank Acrylic (Transparent)	01 no		
7.	Wooden Missile Stand	01 no		
8.	Aircraft Display Showcase with Acrylic Transparent Shelf and Sliding Door (2 walls units)	02 nos		
9.	Acrylic Transparent Aircraft Stand	10 nos		
10.	India Map (size 5 x 3ft)- base Acrylic Print)	01 no		
	Total Rs.			
	Add : GST @ 18% Rs.			
	Gr. Total Rs.			

1.2. **Refurbishment of Reception Area to Motivational Room** - The firm shall execute, supply, fabricate and install all approved furniture, fixtures and allied interior works for the Refurbishment of the Reception Area into a Motivational Room at NCS (K) campus, and complete the entire work within 20 days from the date of issue of Work Order

2. **Eligibility Criteria/ Conditions.** As given below: -

2.1. **Experience.** The vendor shall have experience of executive contracts of similar scale in large organizations (vendors has to submit proof of work order copies).

2.1. **Item Specifications are as follows:** -

Ser	Description	Qty
1.	Ceiling PVC Panel size 22 x 23 feet (506 sq.ft.)	1 no
2.	Ceiling Lights with wiring and hanging aircraft model	12 nos
3.	Wall Paneling size 22 x 10 ft (440 sq.ft.)	01 no
4.	Wall Paneling size 23 x 10 ft (460 sq.ft.)	01 no
5.	Concrete Rack Door Cover size 3 x 7 ft (42 sq.ft.)	01 no
6.	Ship Tank Acrylic (Transparent)	01 no
7.	Wooden Missile Stand	01 no
8.	Aircraft Display Showcase with Acrylic Transparent Shelf and Sliding Door (2 walls units)	02 nos
9.	Acrylic Transparent Aircraft Stand	10 nos



3. **One Bid System.** In respect of one-bid system, bidder are required to furnish clause by clause compliance of specification bringing out clearly the deviations from specification if any. The bidders are advised to submit the compliance statement following format along with commercial bid-

Para of RFP specifications item-wise	Specification of item offered	Compliance specification- whether Yes/No	RFP	In case of noncompliance, deviation from RFP to be specified in unambiguous Ter
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4. **Delivery Period.** Delivery period for procurement is within 20 days on placement of order.

5. **Incoterms for Delivery and Transportation.** The definition of delivery for the RFP will be destination NCS Karanja free of cost

6. **Consignee Details.**

The Chairman
NCS Karanja
Naval Station Karanja
Uran Mumbai 400704

clause no

PART III-STANDARD CONDITION OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Personal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (ie. Seller in the Contract) as selected by the Byer. 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 supply shall be governed by and interpreted in accordance with the laws of the Republic of India
- 2. Effective Date of the Contract.** The Contract shall come into effect from date of signatures of both parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clauses of arbitration are as per Forms DPM-7, and DPM-9 (Available in MoD website and can be provided on request).
- 4. Penalty for use of Undue influence** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract 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 any one employed by him or acting in 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 all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. Decision by 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 of offering of any gift, bribe or inducement or any attempt at any act on behalf of the Seller towards any officer/ employee of the buyer or to any other person in a position to influence any other office/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- 5. Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in his 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 Contractor 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 payment 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 failure of the SELLER to submit Performance/Bond Guarantees and requisite documents, or to supply the stores/goods, complete installation, commissioning, training and other contractual obligations within the stipulated delivery/contractual period, the BUYER shall be entitled, at his discretion, to withhold payment due to the SELLER until satisfactory completion of the contract. In addition, the BUYER may levy Liquidated Damages (LD) at the rate of 0.5% of the value of the delayed/undelivered stores or services for each week or part thereof of delay, subject to a maximum of 10% of the value of the delayed stores/services, in accordance with the provisions of DPM-2025.

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

9.1. The delivery of the material is delayed for causes not attributable to Force Majeure for more than 03 (Three) months after the scheduled date of delivery.

9.2. The Seller is declared bankrupt or become insolvent

9.3. The delivery of material is delayed due to cause of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract

9.4. 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.

9.5. As per decision of Arbitration Tribunal



10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The Prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties**

14.1. **In respect of Indigenous bidders: -**

14.2. **General**

1. If bidder desires to ask for excise duty or Sales Tax/ GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained
2. If reimbursement of any Duty/ Tax 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 Duty/ Tax will be entertained after the opening of tenders
3. If a Bidder chooses to quote a price inclusive of any Duty/Tax and does not confirm inclusive of such Duty /Tax so included is firm and final, he should clearly indicate the rate of such Duty/ tax and quantum of such Duty/tax included in the price. Failure due to do so may result in ignoring of such offers summarily.
4. 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 him up to limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/ tax, it should be brought out clearly. Stipulations like, the said Duty /tax 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 such duty/tax 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 such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders

5. Any change in any Duty/tax upward/downward as a result of any statutory variation or excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/ tax paid by the supplier. Similarly, in case of downward revision in any duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) **Sales Tax/GST:**

1. If it is desired by the Bidder to ask for Sales tax/ GST 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 sale tax and the same is payable as per the term of the contract.

(iii) **Octroi Duty & Local Taxes:**

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/ Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/ Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV-SPECIAL CONDITION 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:

1.1. **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 2Bank Ltd.) for a sum equal to 3% of the Contract value within 30 days of signing of the contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of end of contract. The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request).

2. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidder to indicate their bank account numbers and other relevant e-payment details so that payments could be made thorough ECS/ NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidder for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents

2.1. 100% payment on delivery, installation, commissioning and acceptance by the user

3. **Advance Payments:** No advance payments(s) will be made.

4. Paying Authority:

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

4.1.1. Ink-signed copy of contingent bill/ Seller's bill.

4.1.2. Ink-signed copy of Commercial invoice/ Seller's bill.

4.1.3. Copy of Supply Order/ Contract

4.1.4. CRVs in duplicate

4.1.5. Inspection note

4.1.6. Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries.



4.1.7. Exemption certificate for excise duty/ Custom's duty, if applicable.

4.1.8. Guarantee/ Warranty certificate.

4.1.9. Performance Bank guarantee/ Indemnity bond where applicable

4.1.10. DP extension letter with CFA's sanction, indicating whether extension is with or without LD.

4.1.11. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

4.1.12. Details for electronic payment viz Account holder's name, Bank Name, Branch name and address, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

4.1.13. Any other document/ certificate that may be provided for in the Supply Order/ Contract

4.1.14. User Acceptance.

4.1.15. Xerox copy of PBG.

(Note- From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

5. Fall clause: The following Fall clauses will form part of the contract placed on successful Bidder-

5.1. 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 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.

5.2. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation 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:-

5.2.1 Exports by the Seller.



5.2.2 Sale of goods as original equipment at price lower than the prices charged for normal replacement.

5.2.3 Sale of goods such as drugs which have expiry dates.

5.2.4 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.

5.3. The Seller shall furnish the following certificate to the paying authority along with each bill for payment for supplies made against the contract - "We certify that there has been no reduction in sale price of the stores of description identical to the stores/ services supplied to the government under the contract herein and such stores/ services have no been offered/ sold by me/ us to any person/ organisation including the purchaser or any department of the central government or any department of the state government or any statutory undertaking of the central or state government as the case may be up to the date of bill/ 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.

6. Risk & Expense Clause:

6.1. Should the stores or any instalment 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 instalment 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.

6.2. Should the stores or any instalment 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 or to the extent of such default.

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

6.3.1 Such default.

6.3.2 In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

6.4. 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. Such recoveries shall not exceed 10% of the value of the contract.



7. **Specification:** The following Specification 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 trails. 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 upgradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation 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 upgradation/ alterations will be provided to the Buyer free of cost within (07) days of affecting such upgradating/ alterations.

8. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

The following criteria is to be fulfilled by the Bidder for qualification:

8.1. Annual turnover should not be less than 20 lakhs per annum and copy of three years annual financial turnover be enclosed.

8.2. Firm should have ISO certificate towards supply of IT Hardware, if any

8.3. Firm should have at least three years' experience in this field for work under proposed. Purchase/work/supply order needs to be enclosed.

8.4. Non-submission of pre-qualification documents would lead to disqualification of firm viz. EMD, acceptance of tender document/ criteria etc.

8.5. If firm is distributor of OEM, certification of distributorship is mandatory for submission

8.6. Firm should have facilities for post sales services and shall be able to undergo for CAMC.

8.7. Firm should have any distributor/ service outlet at Mumbai, Maharashtra and should be able to respond within 24 hours to rectify the defaults during warranty period.

9. **Export License:** The bidder are to conform that they have requisite export license their Government and Authorization from the manufacturing plant, in case they are not the OEM; to export the military/non-military goods to India.

10. **Earliest Acceptable Year of Manufacture:** quality/ life certificate will need to be enclosed with bill.

11. **Transportation:** Transportation of Material and men is sole responsibility of Seller.

12. **Quality.** The quality of the stores delivered according to the present contract shall correspond to the technical conditions and standard specification enumerated as per RFP and shall also include in their in modification to the stores suggested by the Buyer. Such

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modifications will be mutually agreed to. The Seller conforms that the stores to be supplied under this contract shall be new to not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improve and modified equipment and backwards integrated and interchangeable with same equipment supplied by the Seller the past if any. The Seller shall supply interchangeability certificate along with the changed part numbers wherein it should be mentioned that item will provide as much life of the original item

13. **Quality Insurance:** Seller would provide the standard acceptance test procedure (ATP) with 03 (three) month of this date of contract. Buyer reserves the right to modify the ATP Seller would be require to provide all test facilities at his premises for acceptance and inspection by the Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item defined life at the time of delivery
14. **Inspection Authority:** The inspection will be carried out by competent inspecting authority of The Senior Officer Karanja. The mode of the inspection will be joint inspection.
15. **Pre-Dispatch Inspection:** Not required as inspection of the system will be carried out on successful completion of installation and commissioning.
16. **Joint Receipt Inspection.** Not required as inspection of the system will be carried out on successful completion of installation and commissioning.
17. **Franking clause:** Not required as inspection of the system will be carried out successful completion of installation and commissioning.
18. **Claims:** The following claims clause will form part of the contract placed on successful Bidder-
- 18.1. The Seller shall collect the defective or rejected goods from location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.
- 18.2. 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 the Seller through demand draft drawn on an Indian Bank, in favour Principal Controller/Controller of Defence Accounts Concerned.
- 18.3. The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Seller's representative stationed in India.
19. **Warranty:**
- 19.1. The following Warranty will form part of the contract placed on successful Bidder-
- 19.1.1 The Seller Warrants that the good supplied under the contract conform the technical specifications prescribed and shall perform according to the said technical specifications
- 19.1.2 The Seller Warrants for a period of Three years from the date of acceptance of installation in commissioning, whichever is later, that the goods/ stores supplied under the contract and each component used in the manufacture thereof shall be from all types of defects/failures

19.1.3 If within the period of warranty, the goods are reported by the Buyer who 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 goods are used and maintained by the Buyer as per instructions contained in the operating manual. Warranty of the equipment 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 repair shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/ replace the goods/ equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

19.1.4. 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 **5 (five) % (i.e. 45 days)** of the warranty period.

19.1.5. The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

19.1.6. If particular equipment/goods fails frequently and/or the cumulative down time exceeds **5 (five) %** of the warranty period, the complete equipment shall be replaced free of cost by the Seller within stipulated period of **15 (fifteen)** days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of installation and commissioning.

19.1.7. In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in the contract, the Seller undertakes that the warranty period for the goods/ store shall be extended to that extent.

19.1.8 The Seller will guarantee the shelf life of () years under the Indian tropical condition as given below.

- Minimum temperature -20 degree Celsius
- Maximum temperature 45 degree Celsius
- Average Humidity --- 60-80%

20. **Product Support:** The following product Support clause will form part of the contract placed on successful Bidder -

20.1. The Seller agrees to provide Product Support for the store, assemblies/ subassemblies, fitment item and consumable, Special Maintenance Tools (SMT)/ Special Test Equipment (STE) subcontracted from other agencies/manufacturer by the Seller for a maximum period of **06 (Six)** years including 01 (one) year of warranty period after the delivery of Smart Panels.



shall / the
20.2. The Seller may agree to undertake Maintenance contract for a maximum period of 36 month, extendable till the complete Engineering Support Package is provided by the Seller after expiry of warranty period. However, the AMC right will be reserved with the Buyer

20.3. In the event of any obsolescence during the above-mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

20.4. Any improvement/ modification/ up gradation being undertaken by the Seller or their sub supplier on the stores/ equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost

20.5. The Seller agrees to provide an Engineering Support Package as modified after confirmatory maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/ STEs test set up, assemblies/ sub- assemblies and store supplied under this contract for a period of 20 (Twenty) years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and condition mutually agreed between the Seller and the Buyer

20.6. The bidder shall ensure that the equipment supplied shall not be declared as End of Support / End of Service for a period of five years and the software upgrades if any shall be available for at least five years from the date of commissioning of the device.

20.7. Software updates and upgrades will be at zero cost.

21 **Fatality Clause.** In case of any fatality due to system/ equipment error the 'Seller' will be held responsible.

22. **Option Clause.** The buyer can increase or decrease the contract quantity up to 25% at the time of issue of the contract. However, once the contract is issued, contract quantity can only be increased up to 25%. Bidders are bound to accept the revised quantity.

PART V-EVALUATION CRITERIA & PRICE BID ISSUES

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

1.1. 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.

1.2. The Technical Bids forwarded by the bidder will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in part II of this RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in RFP. The Price Bids of only those Bidder will be opened whose Technical Bids would clear the technical evaluation.

1.3. The Lowest Bid will be decided upon the lowest price exclusive of tax quoted by the particular Bidder as per the Price Format given at Para 3 below. All taxes and duties (including those for which exemption certification are issued) quoted by the Bidder will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of Bids. L1 determination exclusive of Taxes

1.4. The Bidder are required to spell out the rates of Customs duty, Excise duty, GST Service Tax, etc in unambiguous terms. Otherwise, their offer 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/GST 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 entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm duty and quantum of excise duty included in the price. Failure to do so many result in ignoring of such offer similarly. If a Bidder is exempted from payment of Customs duty/ Excise Duty/ GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them upto the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty/ Excise Duty/GST, it should be brought out clearly Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes liveable 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 quantum of excise duty which is normally applicable by the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.

1.4. 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.

1.5. The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidder 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.

1.6. The seller should have the proven experience of at least executing one work of similar magnitude or higher. The seller should in addition have an annual turnover of not less than Rupee One Crore to Three Crores only.

2. **Price Bid Format.** The Price Bid Format is placed at Annexure 'A'



PRICE BID FORMAT

1. Name and address of the firm individual: _____
2. Telephone, fax and Email ID: _____
3. GST& PAN No.: _____
4. Work experience in Armed force for supply of such items:

5. Annual Income
 - 5.1. FY 2023-24 _____
 - 5.2. FY 2024-25 _____
 - 5.3. FY 2025-26 _____

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

Ser	Description	Qty	Rate	Total Amount
1.	Ceiling PVC Panel size 22 x 23 feet (506 sq.ft.)	1 no		
2.	Ceiling Lights with wiring and hanging aircraft model	12 nos		
3.	Wall Paneling size 22 x 10 ft (440 sq.ft.)	01 no		
4.	Wall Paneling size 23 x 10 ft (460 sq.ft.)	01 no		
5.	Concrete Rack Door Cover size 3 x 7 ft (42 sq.ft.)	01 no		
6.	Ship Tank Acrylic (Transparent)	01 no		
7.	Wooden Missile Stand	01 no		
8.	Aircraft Display Showcase with Acrylic Transparent Shelf and Sliding Door (2 walls units)	02 nos		
9.	Acrylic Transparent Aircraft Stand	10 nos		
10.	India Map (size 5 x 3ft)- base Acrylic Print)	01 no		
	Total Rs.			
	Add : GST @ 18% Rs.			
	Gr. Total Rs.			

7. **Important Instructions.**

7.1. The L1 firm will be decided by the board after opening the tenders.

7.2. The bidder is required to quote for material against each serial, else put a zero ('0') if providing item/service free of cost If the quote in left blank or dash ('-') has been indicated, loading of that particular item at the highest rate quoted by any other bidder will be levied for comparing all bidders in an equitable manner

7.3. Total cost implication including taxes to be clearly indicated in the 'Q' bid, failing pwhich firms are liable to be disqualified.

8. Acceptance of all the Terms and Conditions of the Part I of RFP NCS/24/Infrastructure dated ____ Mar 26: Yes/No

9. Acceptance of all the Terms and Conditions of the Part II of RFP NCS/24/Infrastructure dated ____ Mar 26: Yes/No

10. Acceptance of all the Terms and Conditions of the Part III of RFP NCS/24/Infrastructure dated ____ Mar 26: Yes/No

11. Acceptance of all the Terms and Conditions of the Part IV of RFP NCS/24/Infrastructure dated ____ Mar 26: Yes/No

12. Acceptance of all the Terms and Conditions of the Part V of RFP NCS/24/Infrastructure dated ____ Mar 26: Yes/No

13. Earnest money Deposit (EMD) Enclosed: Yes / No
if yes, please give the details of EMD - DD No.
Dated _____ Bank drawn from _____
Amount Rs 8375/- Valid till _____

Note:- DD to be enclosed in original with Technical Bid.

M/s. _____

Signature of Tenderer: _____

Name: _____

Address: _____

