

## REQUEST FOR PROPOSAL

### Invitation of Bids for Supply of Arms, Ammunition and Equipment for Army Marksmanship Unit (AMU), Mhow

#### Request for Proposal (RFP) No.55034/AMU/12 Bore/18-19/PPO-3 Dt 04 Jun 2019.

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -
  - (a) Bids/queries to be addressed to : DDG PPO
  - (b) Postal address for sending the Bids : Room No 214, D1 Wing  
Sena Bhavan,  
IHQ of MoD (Army),  
New Delhi (India)-11
  - (c) Name/designation of the contact personnel : GSO-1 PPO (Proc),  
MGO/PPO
  - (d) Telephone numbers of the contact personnel : +91 11 2301 9270
  - (e) E-mail id of contact personnel : [classic@nic.in](mailto:classic@nic.in)
  - (f) Fax number : +91 11 2379 3337
3. This RFP is divided into five Parts as follows:
  - (a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - (b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Supply order with the successful Bidder.
  - (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the supply order with the successful Bidder.
  - (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

## Part I – General information

1. **Last date and time for depositing the Bids:** To + 45 Days  
**19 Jul 2019 1400 hrs**  
 (Date to be mention in terms of DD MM YEAR)  
 The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
  
2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as '**TENDER BOX, MGO/PPO**' or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
  
3. **Time and date for opening of Bids:** To + 45 Days  
**19 Jul 2019 1600 hrs**  
 (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
  
4. **Location of the Tender Box:**  
**Tender Box marked as MASTER GENERAL OF ORDNANCE "TENDER BOX" MGO (PPO), Near Gate No.1, Sena Bhavan, Integrated HQ of MOD(Army), New Delhi-110 011.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
  
5. **Place of opening of the Bids.** **DDG/PPO, Room No. 214, D-1 Wing, Sena Bhavan, Integrated HQ of MOD (Army), New Delhi-110 011.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Advance notice of details of representative detailed for Tender opening must be received by this office minimum ten days prior to date of opening of tender to obtain security clearance. Rates and important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
  
6. **Two-Bid system.** NA
  
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like complete postal & e-mail address of their office.
  
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
  
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the 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.

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.

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 Bids, 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 2% 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 30<sup>th</sup> 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 the OEM, Past Supplier, those Bidders who are registered with the Central Purchase Organization (e.g. DGS & D), National Small Industries Corporation (NSIC), any Department of 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.

**Part II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **Schedule of Requirements.** List of items required Attached at Appx 'A'.
2. **Technical Details:-** NA.
3. **Two-Bid System.** NA.
4. **Delivery Period.** Delivery period for supply of items would be **within 16 weeks** from the effective date of contract. The duration of Delivery Period shall be counted from the effective date of Contract to the date of intimation of readiness of goods for PDI by the Firm. Please note that Supply order can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
5. **INCOTERMS for Delivery and Transportation** FCA Larnaca Airport/ Italy Airport
6. **Consignee details –**

Landing Airport:	IGI Airport, New Delhi
Airport Consignee	Commandant Central Ordnance Depot (COD) Delhi Cantt, New Delhi-110 010 Tele: 011 2569 3414/15 Fax: 011 2569 4739
Ultimate Consignee	Commandant Army Marksmanship Unit (AMU), Mhow, PIN-900497 C/o 56 APO Fax: 0732 4270498

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

**The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Supply order 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.** This supply order shall be considered and made in accordance with the laws of the Republic of India. The supply order shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** This supply order shall come into effect on the date of receipt by the Seller and shall remain valid until completion of obligations by both parties.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Supply order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply order or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply order or any other Supply order with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply order or any other Supply order 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 offence 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 supply order and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Supply order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the supply order 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 order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply order 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 Supply order 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 supply order 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 Supply order documents.** Except with the written consent of the Buyer/Seller, other party shall not disclose the supply order or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods as specified in this supply order, the Buyer may, at his discretion, withhold any payment until the completion of supply order. The Buyer may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of supply order price of the delayed/undelivered stores mentioned above for every week of delay or part of a week, subject to the maximum value of 10% of delayed stores.

The succeeding paras will be used to determine the calculation of delay and the liquidated damages to be levied in r/o the Supply Order:-

(a) The time period of delay shall be counted after completion of delivery period as per the effective date of contract till the intimation of readiness of goods for PDI by the Firm.

(b) The transportation of items is on FCA basis by M/s Balmer & Lawrie (or their representative in sellers country) after the Buyer has sought necessary clearance from Director General of civil Aviation, Govt of India, Time taken by the buyer/Freight forwarder in completing above mentioned activities will not be accounted towards delivery period and hence Liquidated damages will not be levied on the Seller for said period.

(c) Time required for pre dispatch inspection & packing of goods will not be part of the delivery period.

(d) The extent of delay and exact amount of LD to be levied on Seller will be determined by concerned MA/DA at time of payments in consultation with MGOs Branch (MGO PPO).

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

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

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

(c) The delivery of material is delayed due to causes of Force Majeure by more than (six months) beyond the period of Force Majeure, provided Force Majeure clause is included in supply order.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this supply order and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the supply order 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 Supply order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Supply order or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Supply order 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 Supply order 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 Supply order and signed on behalf of both the parties and which expressly states to amend the present supply order.

14. **Taxes and Duties**

(a) All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present supply order in their respective countries.

(b) **In respect of Indigenous bidders.** NA.

15. **Pre-Integrity Pact Clause.** NA

## **Part IV - Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Supply order 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.** The Seller will be required to furnish a Performance Guarantee by way of Bank Guarantee from Seller's Bank through an internationally recognized first class Bank in favor of the Government of India, Ministry of Defence to be confirmed by public sector bank or a private sector bank authorized to undertake government transactions (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) equal to 10% (ten percent) of the total value of this contract i.e. for US \$ ..... {(US Dollars (in words)..... only)}. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer in such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. The specimen o PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause.** The supply order will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** This Contract has a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present supply order within six months from the date of successful completion of this supply order, cost, terms and conditions remaining the same. It will be entirely the discretion of the Buyer to place the repeat order or not. Repeat Order and/or Option Clause may be exercised more than once, provided altogether these orders do not exceed 50% of the original order quantity.

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment terms for Indigenous Sellers.** NA.

6. **Payment terms for Foreign Sellers.** The payment will be arranged by the concerned MA/DA through the Embassy of India funds after inspection of stores and later claimed from the affiliated PCDA.

7. **Advance Payments.** No advance payment(s) will be made.



8. **Paying Authority**

(a) **Indigenous Sellers.** NA

(b) **Foreign Seller.** (Name and address, contact details). Paid shipping documents are to be provided by the Seller as proof of dispatch of goods as per Supply Order terms so that the Seller gets payment from concerned Indian Embassy. Documents will include:

- (i) Handing over certificates to agent of authorised Indian freight forwarder.
- (ii) Original Invoice
- (iii) Packing List.
- (iv) Certificate of Origin from Seller's Chamber of Commerce, if any.
- (v) Certificate of Quality and current manufacture from OEM.
- (vi) Dangerous Cargo certificate, if any.

9. **Fall Clause.** The following fall clause will form part of the supply order placed on successful Bidder:-

(a) The price charged for the stores supplied under the supply order 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/organization including the purchaser or any department of the Central government or any department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply orders placed during the currency of the rate supply order is completed.

(b) If at any time, during the said period the seller reduces the sale price, sells or offer to sell such stores to any persons/organization including the Buyer or any Deptt, of central govt or any deptt of state Govt 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 supply order for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the seller.
- (ii) Sale of goods as original eqpt at price lower than the price charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or state Govt. Depts including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The seller shall furnish the following certificate to the paying authority along with each bill for payment for supplies made against the rate supply order– “we certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Govt under the supply order herein and such stores have not been offered/sold by me/us to any persons/organization including the purchaser or any dept of central Govt or any dept of state govt as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the Rate supply order at price lower than the price charged to govt under the supply order except for quality of stores categories under sub-clauses (a), (b) and (c) of sub Para (ii) above details of which are given below-.....”.

10. **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 supply order 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 supply order 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 supply order 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.

11. **Buy- Back Offer.** NA

12. **Specification.** The following Specification clause will form part of the supply order 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. 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 45 days of affecting such upgradation/alterations.

13. **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 authorised vendors subject to quality certification.

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

15. **Earliest Acceptable Year of Manufacture**. All stores should be brand new and manufactured during the current year of the supply order or thereafter. Quality/life certificate will need to be enclosed with the Bill.

16. **Buyer Furnished Equipment**. NA.

17. **Transportation**. The following Transportation clause will form part of the supply order placed on successful Bidder –

(a) **FCA**. The delivered of the goods shall be FCA, UK Airport. The dispatch of goods shall be made by air to Port Consignee. The Buyer shall advise full details of its freight forwarder to the Seller no later than 60 days prior to the delivery of the first consignment. Any delay in advising or delay by the freight forwarder shall be at the responsibility of the Buyer. The date of issue of the Air way bill shall be considered as the date of delivery.

18. **Air Lift**. NA

19. **Packing and Marking**. The following Packing and Marking clause will form part of the supply order placed on successful Bidder-

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper making shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

(i) Part Number:

- (ii) Nomenclature:
- (iii) Supply order annex number:
- (iv) Annex serial number:
- (v) Quantity contracted:

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow color.

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- (i) EXPORT
- (ii) Supply order No. -----
- (iii) Consignee -----
- (iv) Port/Airport of destination -----
- (v) Ultimate consignee -----
- (vi) SELLER -----
- (vii) Package No. -----
- (viii) Gross/net weight: -----
- (ix) Overall dimensions/volume: -----
- (x) The Seller's marking.

(f) If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.

(g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case, the Buyer shall finalize the marking with the Seller.

20. **Quality.** The quality of the stores delivered according to the present Supply order shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Supply order shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along

with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

21. **Quality Assurance.** The item would be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

22. **Inspection Authority.** The inspection will be carried out by staff of MA/DA from the concerned Indian Embassy on receipt of information regarding readiness of goods from the seller.

23. **Pre-Dispatch Inspection.** The following Pre-dispatch Inspection clause will form part of the Supply Order placed on successful Bidder:-

(a) The Staff of MA/DA from concerned Indian Embassy will carry out Pre-Dispatch Inspection (PDI) of the stores/equipment in order to check their correctness. PDI will comprise of visual, physical inspection and quantity check only.

(b) All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.

24. **JRI.** While no JRI will be held in India, Army Marksmanship Unit (AMU), Mhow will inspect stores on receipt and forward an Acceptance Report to MGO/PPO-3.

25. **Franking clause.** The following Franking clause will form part of the supply order 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 supply order alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the supply order".

(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 supply order."

26. **Claims.** The following claims will form part of the supply order placed on successful Bidder -

(a) The claims may be presented either:-

(i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing,

or

(ii) On quality of the stores, where quality does not correspond to the quality mentioned in the supply order.

(b) The quantity claims for deficiency of quantity shall be presented by the inspection team of resp DAs/MAs within 05 working days of completion of inspection to the concerned vendor under intimation to the contracting agency i.e, MGO PPO. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 90 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 90 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 90 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

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

## 27. **Warranty**

(a) The following Warranty will form part of the contract placed on the successful Bidder:-

(i) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(ii) The Seller warrants for a period of 12 months from the date of acceptance of stores by Joint Receipt Inspection that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(iii) If within the period of warranty, the goods are 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 90 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. 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.

28. **End User Certificate.** End User Certificate (EUC) shall be issued by the MA/DA at concerned Embassy of India or by DDG PPO, MGO Branch, Integrated HQ of MoD (Army), Sena Bhawan, New Delhi-11.
29. **Product Support.** NA
30. **Annual Maintenance Supply order(AMC) Clause.** NA
31. **Engineering Support Package (ESP) Clause.** NA
32. **Price Variation (PV) Clause.** NA

**PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:
- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) In respect of Single Bid system, the Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Bids would be determined on the basis of the parameters specified in the RFP.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
- (i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
- (ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:-
- (aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
- (ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
- (ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
- (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, 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/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 entrained 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 / GST duty upto 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/GST, 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 GST also.

(e) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(f) 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.

(g) The Lowest Acceptable Bid will be considered further for placement of supply order/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the 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. Any other criteria as applicable to suit a particular case.

2. **Price Bid Format.** The Price Bid Format In General is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (The format indicated below is only as an illustration. This format should be filled up with items / requirements as mentioned in Para-II of RFP).

**Basic Price of.**

(a) Items (s)-

	<u>Item</u>	<u>Unit price</u>	<u>Qty</u>	<u>Total</u>
(i)	A			
(ii)	B			
(iii)	C			
(iv)	Total of Basic Price			

- (b) Accessories
- (c) Installation / Commissioning charges
- (d) Training
- (e) Technical literature
- (f) Tools
- (g) AMC
- (h) Any other item

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

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

- (a) Is GST extra?
- (b) If yes, mention the following –
  - (i) Total value of items on which GST is livable:
  - (ii) Rate of GST (item-wise if different ED is applicable):
  - (iii) Surcharge on GST, if applicable?
  - (iv) Total value of GST payable:
- (c) Is GST Exemption (GSTE) required.
- (d) If yes, then mention and enclose the following:
  - (i) Excise notification number under which GSTE can be given:
- (e) Is GST extra?
- (f) If yes, then mention the following:
  - (i) Total value on which GST is leviable:
  - (ii) Rate of GST:
  - (iii) Total value of GST leviable:
- (g) Is Service Tax extra?
- (h) If yes, then mention the following:
  - (i) Total value of Services on which Service Tax is leviable:
  - (ii) Rate of Service Tax leviable:
  - (iii) Total value of Service Tax leviable:
- (j) Is Custom Duty Exemption (CDE) required:
- (k) If yes, then mention the following:
  - (i) Custom notification number under which CDE can be given(Enclose a copy).
  - (ii) CIF value of stores to be imported.
  - (iii) Rate of Customs Duty payable.
  - (iv) Total amount of Customs Duty payable.
- (l) Octroi / Entry taxes:
- (m) Any other Taxes / Duties / Overheads / Other costs:

**Appx 'A'**

{(Ref to Para 1 (a) of Part II of RFP No  
55034/AMU/Proc/18-19/PPO-3 dt

M/s **RC-EXIMPORT SRL**,  
Via Tassinara 5 - 47122, Forli - Italy,  
Tel : +390543728788  
Fax : +390543728799,  
Email : [export@rc-cartridges.com](mailto:export@rc-cartridges.com)

**Alternate Supplier**

Philippos Constantindes Trading Co. Ltd.  
Main Branch: 175 Paphos Avenue,  
P.O. Box-55066, 3820 Limassol, Cyprus  
Tel : 00357 25390242/25390661  
Fax : 00357 25392179

<b>Ser No</b>	<b>Art No</b>	<b>Items</b>	<b>Qty</b>
1.		12 Bore Cartridge RC4 24 GMS NO 7.5	1,25,000
2.		12 Bore Cartridge RC4 24 GMS NO 9	1,00,000