

**QUOTES ARE NOT TO BE SENT THROUGH FAX BUT ONLY IN
SEALED ENVELOPES FOLLOWING TWO BID SYSTEM**

Services Sports Control Board
Armed Forces Headquarters
'G' Block, Nirman Bhawan PO
New Delhi – 110 011

1001/Ceremonial Kit/ 2014-15/SSCB

Dec 14

M/S -----

INVITATION OF BIDS FOR PROCUREMENT OF CEREMONIAL KIT

(UNDER TWO BID SYSTEM)

REQUEST FOR PROPOSAL (RFP)

NO 1001/CEREMONIAL KIT /2014-15/SSCB DATED DEC 14

Dear Sir / Madam,

1. Bids in sealed cover as “Technical Bid” and “Price Bid” are invited for Procurement of items listed in Part II of this RFP.

2. The address and contact numbers for sending Bids or seeking clarifications regarding the RFP are given below:-

- | | | |
|-----|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| (a) | Bids/Queries to be addressed to : | Secretary,
Services Sports Control Board. |
| (b) | Address for Communication : | Room No. 97, 'G' Block
Armed Forces Headquarters
IHQ MoD, Nirman Bhawan
PO New Delhi – 110010 |
| (c) | Name/designation of the
contact person : | Lt Cdr Anupam Joshi |
| (d) | Telephone numbers of the
contact personnel : | 011 -23011118, 23010368 |
| (e) | e-mail : | sscbindia@nicmail.in |
| (f) | Fax Number : | 011 - 23793769 |

3. Please superscribe our Subject, ref no. and date of tender opening on sealed cover. (Failure to do so will render your offer invalid)

(Signature of Seller)

(Signature of Buyer)

4. 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 to 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 Contract with the successful Bidder.

(d) Part –IV - Contains Special Conditions of RFP, which will form part of Contract with the successful Bidder.

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

5. RFP is being issued with Nil financial commitment without prejudice. 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 without assigning any reasons to the prospective suppliers.

(Signature of Seller)

(Signature of Buyer)

PART I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids:** 1030 hrs on 02 Jan 2015 The sealed bids (**both Technical and Commercial**) under Two Bid System should be deposited / reach by due date and time. The responsibility to ensure this lies with the Bidder. Tenders not containing both the bids (ie **Technical and Commercial**) will be disqualified.
2. **Manner of Depositing the Bids:** The Technical Bid and Commercial Bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed Sealed quotations clearly marked as **“TECHNICAL BID/COMMERCIAL BID FOR PROCUREMENT OF CEREMONIAL KIT”** should be addressed to Secretary, SSCB and should be dropped in tender box marked as mentioned under:-

“TENDER BOX”
SSCB

The tender box is kept near the reception office at **‘G’ Block, Gate No 1, IHQ MoD near Udyog Bhawan**, or sent by registered post/courier 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 tender 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). Courier representative be directed to seek assistance of designated officer (Para 2 (c) above refers) in case of any assistance.

3. **Time and Date for Opening of Technical Bid:** 1100 hrs on 02 Jan 15 (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. **Time and Date for Opening of Commercial Bid:** The commercial bids will be opened only after Technical acceptance or otherwise of your bid. The dates will be intimated separately to the firms qualifying the technical screening. The commercial quotes of the technically accepted bids only will be opened.
5. **Location of Tender Box:** **‘G’ Block, Gate No 1, IHQ MoD near Udyog Bhawan.** (Adjacent to reception Office) Only those bids that are found in the tender box will be opened. **Bids dropped in the wrong Tender Box will be rendered invalid.**
6. **Place of Opening of The Bids:** Room No. 97, **‘G’ Block, Armed Forces Headquarters, IHQ MoD, Nirman Bhawan, New Delhi-110 106.** The Bidders may depute their accredited representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. **Full Particulars of the Rep authorised to attend the tender opening are to be communicated to this office well in advance by Fax / E mail for facilitating the entry of reps to Tender Opening Room.** Rates and important commercial / technical clauses quoted by all Bidders will be read out in the

(Signature of Seller)

(Signature of Buyer)

presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

7. **Two Bid System.** The “Technical Bid” only would be opened initially on the time and date mentioned above. In case of change in date of opening of the “Price Bid” the same will be intimated after acceptance of the Techno-commercial bids. Price Bids of only those firms will be opened whose Technical Bids are found compliant/suitable after technical evaluation is done by the Buyer. In respect of the two bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.

8. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like Registration, TIN number, VAT/CST number, Bank address with EFT account if applicable, with complete postal / Phone No and e-mail address of their office.

9. **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 03 (Three) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchasers will be sent to all prospective bidders who have received the bidding documents.

10. **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 ink 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 expiry of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security, ban on issues of further RFPs as per the decision of CFA and / or removal of name from due Bidding list for the specified period as approved by the competent authority.

11. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for presentation/ 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.

12. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected as irresponsible bid.

13. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, by Fax /email failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

(Signature of Seller)

(Signature of Buyer)

14. **Validity of Bids.** The Bids should remain valid till **150 days** from the last date of submission of the Bids.

15. **Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 1,00,000/- (Rupees One lakh only)** in favour of **“Services Sports Control Board Public Fund”** payable at New Delhi along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of **Performance Bank Guarantee** from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amend, impairs or derogates from the tender in any respect within the validity period of their tender.

(Signature of Seller)

(Signature of Buyer)

PART II – ESSENTIAL DETAILS OF ITEMS REQUIRED

Schedule of Requirement (SOR)

1. Details of items offered along with Technical Specifications are placed at **Annexure 'A'**, format for Technical Bid is placed at **Annexure 'B'**.
2. The Services Sports Control Board logo is to be printed/ embossed as per the buyer's discretion on the goods supplied by the vendor.
3. **Delivery Period (DP).** Delivery period for supply of items would be 15 days from the date of signing the contract by buyer or as mentioned in the supply order. Please note that Contract 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 the applicability of the LD Clause.
4. On finalization of contract, SSCB would place order as on required basis, however firms should be able to supply at short notice. On issuance of supply order, the firm is to supply within the DP at any given point of time.
5. **Delivery of Items/Mode of Delivery.** Items are required to be delivered to **The Secretary, SSCB** within the stipulated period as mentioned in the Purchase/Supply Order. **Items are to be delivered at the consignee's premise (address at Para 7 below).** The delivered items would be checked for the correctness of quantity, quality and documents by the consignee/BOO.
6. Prices must be quoted on F.O.R. Destination basis by road inclusive of all VAT and taxes, packing, Freight Charges, Transit Insurance and any other charges as applicable.

Consignee Details

7. The Secretary, Services Sports Control Board (SSCB), Room No. 97, 'G' Block, Armed Forces Headquarters, IHQ MoD, Nirman Bhawan PO, New Delhi – 110001.

(Signature of Seller)

(Signature of Buyer)

PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the contract concluded with Successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The contract shall be considered and made in accordance with the Laws of the Republic of India. The Contract shall be governed by and interpreted in accordance with the Laws of the Republic of India.

2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract or placing of the supply / Work order except when some other effective date is mutually agreed to and specifically indicated / provided in 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 performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms given in DPM-9 (Available in MoD website: <http://www.mod.nic.in>).

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 Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering 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.

(Signature of Seller)

(Signature of Buyer)

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the authorised seller / original manufacturer of the stores/provider of the Services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to 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 any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

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

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/ goods and conduct trials, installation of equipment, training etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of Liquidated Damages being not higher than 10% of the value of delayed stores.

Termination of Contract

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 10 days after the scheduled date of delivery.

(Signature of Seller)

(Signature of Buyer)

(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 03 months provided Force Majeure clause is included in contract.

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

(e) As per decision of the Arbitration Tribunal.

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.

Taxes and Duties

14. In respect of Indigenous Bidders

(a) General

(i) If Bidder desires to ask for excise duty or Sales Tax / VAT 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.

(Signature of Seller)

(Signature of Buyer)

(ii) 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.

(iii) 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 to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the 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.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in 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.

(b) **Excise Duty**

(i) Where the excise duty is payable on ad valorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(Signature of Seller)

(Signature of Buyer)

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:-

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

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

(c) **Sales Tax / VAT**

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

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(Signature of Seller)

(Signature of Buyer)

(d) **Duty & Local Taxes**

(i) 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 authorised 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.

(ii) 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.

(Signature of Seller)

(Signature of Buyer)

PART IV – SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below and clause confirmation w.r.t. governing specification 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. **Security Deposit/Performance Bank Guarantee (PBG).** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector or a private sector bank authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 10% of the contract value within 30 days of signing supply order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty / expiry of the contract. The specimen of PBG is given in Form 15 of Defence Procurement Manual 2009 (Available in MoD website, www.mod.nic.in)

2. **Renewal and Extension.** The contract will have an option, wherein the Buyer can renew or extend the contract with the same terms & conditions of the present 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. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders 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:-

(a) 100% payment on delivery of items and producing of documents and their acceptance by the user.

(b) No advance payment will be made.

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

5. **Paying Authority.** The Secretary, Services Sports Control Board (SSCB), Room No. 97, 'G' Block, Armed Forces Headquarters, IHQ MoD, Nirman Bhawan PO, New Delhi – 110001.

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

(i) Ink-signed copy of Commercial invoice / Seller's bill.

(ii) Exemption certificate for Excise duty / Customs duty, if applicable.

(Signature of Seller)

(Signature of Buyer)

- (iii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (iv) Any other document / certificate that may be provided for in the Supply Order / Contract.

7. **Fall clause.** The following fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/ Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, 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, he shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

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

8. **Risk & Expense Clause**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's premises, the BUYER shall be at liberty,

(Signature of Seller)

(Signature of Buyer)

without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

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

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacture, 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 80 % of the value of the contract."

9. **Force Majeure Clause**

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 3 (three) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. **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

(Signature of Seller)

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configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical 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 (7) days of affecting such upgradation/alterations.

11. **Quality.** The quality of the stores delivered according to the present Contract 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 Contract 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.

12. **Inspection Authority.** The Inspection will be carried out by **SSCB**. The mode of Inspection will be Departmental Inspection/ User Inspection/ Joint Inspection / Self-certification.

13. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder:-

(a) The claims may be presented as follows:-

(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 contract.

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

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

14. **Warranty .**

(a) The following Warranty will form part of the contract placed on the

(Signature of Seller)

(Signature of Buyer)

successful Bidder:-

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

(Signature of Seller)

(Signature of Buyer)

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 Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated first by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 12 below. 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.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty 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 / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

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(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) 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 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.

(g) Any other criteria as applicable to suit a particular case.

2. On finalization of contract, SSCB would place order as on required basis, however firms should be able to supply at short notice. On issuance of supply order, the firm is to supply within 10 days at any given point of time.

3. Average quantity needed for each item is given in the list. However quantity mentioned is only tentative. Quantity may vary according to actual need. If required, the vendor should be able to replace / exchange the sizes of kit at short notice.

Determination of L-1 Firms

4. The bidder shall have to quote price for single piece of each item.

5. Samples of each sport good shall be submitted along with the tender.

6. During technical negotiations, the Technical Board/Committee will see the samples of the items tendered for assessing the quality/specifications. All tenderers are to bring a sample of items quoted. Samples of L1 firms will be retained with SSCB till placement of order/finalization of the contract for comparison with items supplied eventually and the rest will be returned. Vendors are to suitably pack their samples in a transparent cover for easy reference and tag it appropriately and prominently with the description of the item and the vendor's name. Samples of items supplied in pairs are to be restricted to one only e.g. in case of shoes, only left or right shoe is to be provided as sample.

7. Average quantity needed for each item is given in the list. However quantity mentioned is only tentative. Quantity may vary according to actual need. The supply order will be placed on requirement basis throughout the financial year. The bidder shall be able to supply items at short notice.

8. The bidder shall have to agree that the rate shall be valid up to 31 Mar 2015.

9. **Each page of the tender should be signed by the tenderer and name & designation should be mentioned in block letters.** Individual signing must indicate whether he is the sole Proprietor/Partner of the firm/constituted attorney of the firm. A person signing the tender on behalf of another shall be deemed to have an authority to bind other person (s) for present and future.

(Signature of Seller)

(Signature of Buyer)

Documents to be furnished Along with Technical Bid

10. In order to decide eligibility, copies of the following documents should be supplied with Technical bid:-

- (a) Proof of registration.
- (b) Income tax permanent account number and IT returns for last two years.
- (c) Proof of supply to Govt organization or authorized dealer of OEM.
- (d) Name and address of Banker.

11. **Price Bid Format.** The Price Bid Format is placed at **Annexure 'C'** to this RFP.

12. This RFP is being issued without any prejudice and nil commitments please, it may please be noted that the purchaser reserves the right to change or vary any part thereof at any stage. Purchaser also reserves the right to withdraw the RFP, should it be so necessary at any stage.

13. Each page of this RFP be stamped and initialled by your authorised signatory and returned along with your valuable offer please.

14. Kindly acknowledge receipt.

Thanking You,

(PK Garg)
Cmde
Secretary, SSCB

Encl: **As stated**

(Signature of Seller)

(Signature of Buyer)

Annexure 'A'

(Ref to Para 1 of Part II of 1001/ceremonial kit
/2014-15/SSCB Dated Dec 14)

TECHNICAL SPECIFICATION OF CEREMONIAL KIT ITEMS REQUIRED WITH QTY

<u>SER</u>	<u>ITEM</u>	<u>QTY</u>	<u>SPECIFICATION (FOR SAMPLE)</u>	<u>REMARKS</u>
1.	Blazer	579 Nos	Single waist, 2 buttons back slit Blazer made of terrywool cloth (of reputed brand ie Raymonds / OCM / Reid & Tailor / Digjam made) with SSCB crest on buttons and on front pocket.	Samples should be provided along with quotes
2.	Trouser	579 Nos	Grey Wastard (Raymonds / OCM / Reid & Tailor / Digjam made)	Samples should be provided along with quotes
3.	Shirt	579 Nos	Full sleeve terrycott (of Arvind / Raymonds / Vimal / Grasim make)	Samples should be provided along with quotes
4.	Shoes	579 Pairs	Black shoes Made of high quality leather (of Bata / Action Milano / Liberty / Lee Cooper made)	Samples should be provided along with quotes
5.	Tie	579 Nos	Silk tie with SSCB crest of reputed make	Samples should be provided along with quotes
6.	Socks	579 Pairs	Cotton socks of reputed make	Samples should be provided along with quotes

(Signature of Seller)

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Annexure 'B'

(Ref to Para 1 of Part II of
1001/ceremonial kit/2014-15/SSCB
dated Dec14)

(TO BE ATTACHED WITH TECHNICAL BID)

<u>S.NO</u>	<u>ITEM</u>	<u>ITEMS OFFERED AS SAMPLE</u>	<u>REMARKS</u>
1.	Blazer		
2	Trouser		
3	Shirt		
4	Shoes		
5	Tie		
7	Socks		

(TO BE ATTACHED WITH COMERCIAL BID)

<u>S.NO</u>	<u>ITEM</u>	<u>OFFERED BRAND</u>	<u>RATE</u>	<u>ADDL COST INCLUDING TAX</u>	<u>TOTAL</u>
1.	Blazer				
2	Trouser				
3	Shirt				
4	Shoes				
5	Tie				
6	Socks				

(Signature of Seller)

(Signature of Buyer)