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Yachting Association of India  
Room no 403, IVth Floor  
Chanakya Bhavan,  
Chanakyapuri  
New Delhi-110021

YAI/Pro/Boats 2013-14/Hobei16

08 Mar 2014

To,  
M/s \_\_\_\_\_  
\_\_\_\_\_  
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Our Ref.	YAI/Pro/ Boats 2013-14/Hobie16	Date :	08 Mar 2014
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**INVITATION OF BIDS FOR PROCUREMENT OF READY TO SAIL BOATS**  
**(HOBIE 16 CLASS BOAT)**

**Request for Proposal (RFP) No YAI/Pro/Boats 2013-14/Hobie16 Dated 08 Mar 2014.**

1. Bids in sealed cover are invited for and on behalf of Yachting Association of India for supply of Boats as listed in Part II of RFP on a SINGLE BID SYSTEM. The commercial bids or price bid should be placed in a sealed cover. Please superscribe the above mentioned Title, Tender Enquiry 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 : The Chairman  
Equipment Procurement Sub  
Committee  
Yachting Association of India  
Room no 403, IVth Floor  
Chanakya Bhavan,  
Chanakya Puri  
New Delhi-110021

b. Postal address for sending the Bids: Yachting Association of India  
Room no 403, IVth Floor  
Chanakya Bhavan,  
Chanakya Puri  
New Delhi-110021

c. Name/designation of the contact personnel : Cdr KD Singh, HJSG, YAI

e. E-mail ids of contact personnel : YAIINDIA@GMAIL.COM  
f. Fax number : 011 26884855

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/items 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 Contract with the successful Bidder.

**d. Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

**e. Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage before opening of the bids. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Yours faithfully  


(KD Singh)  
Commander  
HJSG, YAI  
For & on behalf of President YAI

**(RFP)**

**REQUEST FOR PROPOSAL**  
**YAI/Pro/Boats 2013-14/Hobie16 Dated 08 Mar 2014**

**FOR PURCHASE OF READY TO SAIL BOATS**  
**(HOBIE 16 CLASS BOAT)**

## **INDEX FOR RFP**

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## **PART I**

### **GENERAL INFORMATION**

**1. LAST DATE AND TIME FOR DEPOSITING THE BIDS: 1100 hrs on 31 Mar 2014**

The sealed Bid 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 of YAI**” 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:** Bids will be opened at 1200 hrs on 02 Apr 14 (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:** YAI, Room No 403, 4th Floor Chanakya Bhavan, Chanakyapuri New Delhi -21. 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:** YAI, Room No 403, 4th Floor Chanakya Bhavan, Chanakyapuri New Delhi -21. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

**6. TWO-BID SYSTEM:** NA

**7. FORWARDING OF BIDS –** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and 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. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**10. CLARIFICATION REGARDING CONTENTS OF THE BIDS:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

**11. REJECTION OF BIDS:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

**12. VALIDITY OF BIDS:** The Bids should remain valid till 180 days from the last date of submission of the Bids.

**13. EARNEST MONEY DEPOSIT:** Bidders are required to submit Earnest Money Deposit (EMD) of Rs. 50,000.00(Rupees Fifty thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business, 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. 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/ITEMS REQUIRED**

**1. Schedule of Requirements:** The boats must conform to respective international class association standards, a Certificate of measurement and compliance to the technical specifications approved by the International body is must. The item should be of latest manufacture conforming to current production standard having 100% defined life at the time of delivery.

<b><u>S no</u></b>	<b><u>Item</u></b>	<b><u>Qty</u></b>
1	Hobie 16 Boat ready to sail	01

The commercial bids of the firms should be on letter head of the company with valid TIN /TAN number.

**2. Two-Bid System – NA**

**3. Delivery Period** – Within 90 DAYS AFTER PLACING 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 applicability of LD clause.

**4. INCOTERMS for Delivery and Transportation** – The delivery will be made on CIF basis as per INCOTERMS 2000.

**5. Consignee details & Delivery** - The Consignee for all material will be the YAI, Room no 403, 4<sup>th</sup> Floor Chanakya Bhavan, Chanakyapuri, and New Delhi 21 and the delivery will be at Mumbai/Chennai.

**Note: Commercial bids are requested for CIF Chennai basis including all charges whatsoever.**

## **PART III**

### **STANDARD CONDITIONS OF RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. 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 issuance of Purchase Order and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the items shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard 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 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 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, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt



at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any 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 items 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 the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

**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 items, 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/items mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

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

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

(c) The Items are Substandard and not in consonance with what has been stipulated in the RFP

(d) The Buyer has noticed that the Seller has utilized the influence 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.

## 14 Taxes and Duties

a) In respect of Indigenous bidders

### i) General

1. 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.

2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that 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. Copy of Notification needs to be provided.

4. 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.

5. 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.

## **ii) Customs Duty –**

1. For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e.

- (i) Triplicate copy of the bill of entry;
- (ii) Copy of bill of lading;
- (iii) A copy of foreign principal's invoice.

However, if the Bidder imports the stores in question against his own commercial quota Import Licenses / OGL, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Buyer contract number YAI/Pro/ACTC 13-14 dated.....

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

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

## **iii) Excise Duty**

1. Where the excise duty is payable on advalorem 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.

2. 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.

3. The Seller is also required to furnish to the Paying Authority the following certificates:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

4. 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.

#### **iv) Sales Tax / VAT**

1. 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.

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

#### **v) Octroi Duty & Local Taxes**

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any 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.

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

## **PART IV**

### **SPECIAL CONDITIONS OF RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. 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 Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a Bank authorized to conduct government business for a sum equal to 05% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.
2. **TOLERANCE CLAUSE**-The Buyer reserves the right to 50% increase / decrease in the quantity of the required items upto that limit without any change in the terms and conditions and prices quoted by the seller. While awarding the contract, or during the the contract, the quantity ordered can be increased/ decreased by the Buyer within this tolerance limit.
3. **PAYMENT TERMS**- 100% payment on satisfactory arrival against L/C.
4. **ADVANCE PAYMENT**- No advance payment will be made to any firm/supplier/company at any circumstance.
5. **PAYING AUTHORITY**- Yachting Association of India.
6. **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 offers 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 placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offers to sell such stores to any person/organization 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 YAI 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 items as original equipment at price lower than lower than the prices charged for normal replacement.

iii. Sale of items at lower price on or after the date of completion of sale/placement of the order of items 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 contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government 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 Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below - .....”.

## **7. Risk & Expense clause –**

1. Should the items thereof not be delivered within the time or times specified in the contract documents, or if substandard items are provided in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 30 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.



2. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

3. In case of a material breach that was not remedied within 30 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, items of the same or similar description to make good:-

a. Such default.

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

## **8. 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 items 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 06 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the items received.

9. **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 Encl 1 to the RFP
10. **Transportation:** As per SQR
11. **Quality:** The firms have to ensure a strict quality control on the items and the same shall be checked by YAI Rep for ensuring requisite quality.
12. **Quality Assurance:** The Items supplied shall be inspected by a board formed by YAI and in case the items are not found satisfactory, the same will be intimated to the firm for remedial actions
13. **Inspection Authority:** The Inspection will be carried out by YAI Rep. The mode of Inspection will be User Inspection.
14. **Franking clause** – The following Franking clause will form part of the contract placed on successful Bidder –
  - a. **Franking Clause in the case of Acceptance of Items** “The fact that the items have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The items are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract
  - b. **Franking Clause in the case of Rejection of Items** “The fact that the items have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The items are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

## 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 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 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 –

1. In case of foreign Bidders, the cost on CIF basis inclusive of all taxes including custom duty quoted by them would be the basis for the purpose of comparison of various tenders.

2. In case of indigenous Bidders, excise duty and other taxes on fully formed equipment would be the basis for the purpose of comparison of various tenders.

3. Comparison will be on all inclusive bases as per CIF.

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 entreated 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.

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 Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 1%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

h. 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. L1 will be determined on the complete scope of works as indicated in this RFP and not on individual items.

i. YAI reserves the right to negotiate commercial with the shortlisted vendors. YAI is not bound to buy its requirements from the lowest bidder.

J. Any other criteria as deemed fit later to suit this particular case.

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

a. Basic cost of the item/items:

Item	Unit price	Qty	Total
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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 with spares

h. AMC without spares

i. Any other item

j. Is Excise Duty extra?

k. If yes, mention the following –

i. Total value of items on which Excise Duty is leviable:

ii. Rate of Excise duty (item-wise if different ED is applicable):

iii. Surcharge on Excise duty, if applicable?

iv. Total value of excise duty payable:

l. Is Excise Duty Exemption (EDE) required:

m. If yes, then mention and enclose the following:

i. Excise notification number under which EDE can be given:

n. Is VAT extra?

o. If yes, then mention the following:

- I Total value on which VAT is leviable:
- ii. Rate of VAT:
- iii. Total value of VAT leviable:
- p. Is Service Tax extra?
  
- q. 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:
  
- r. Is Custom Duty Exemption (CDE) required:
  
- s. 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:
  - t. Octroi / Entry taxes:
  - u. Any other Taxes / Duties / Overheads / Other costs:
  
- v. Grand Total: