Tele: 011-24674063
Fax : 011-24674008

IHQ of MoD(Navy)/DAPSA
7th Floor Chanakya Bhavan,
Chanakya Puri
New Delhi-110021

DAPSA/5516/Manpower/2021

06 Jan 21

To,
M/s_____
_____
_____

TENDER ENQUIRY FOR

INVITATION OF BIDS FOR SPECIALISED MANPOWER SERVICES FOR INPEC

1. Bids under two bid system (Technical Bid and Commercial Bid) in sealed cover are invited for concluding contract for supply of specialized services for the upkeep of Indian Navy Polo & Equestrian Contingent (INPEC) for a period of 03 years. Details of the same are enclosed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. Also super subscribe 'Technical Bid' and 'Commercial Bid' on the respective covers.

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	:	DAPSA, 7th Floor Chanakya Bhawan, Chanakya Puri New Delhi -21
b.	Postal address for sending the Bids	:	DAPSA, 7th Floor Chanakya Bhawan, Chanakya Puri New Delhi -21
c.	Name/designation of the contact personnel.	:	O i/C INPEC
d.	Telephone numbers of the contact personnel	:	01124674063, 01124678404
e.	e-mail ids of contact personnel	:	dapsanavy@gmail.com
f.	Fax number	:	011 24674008

3. This RFP is divided into five parts as follows:

a. Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

b. Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

c. Part III – Contains Standard Conditions of RFP, which will form part of the 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 Bid.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage without serving any notice to any party.

5. Each page of the tender enquiry is to be signed by the tenderer and following certificate given on the offer letter:-

"I /WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITION GIVEN IN THE TENDER NO DAPSA/5516/MANPOWER/21 DATED 04 JAN 21 ARE ACCEPTABLE BY ME/US ON BEHALF OF MY / OUR FIRM"

Yours faithfully

(Satheesh A Jacob)
Captain
Capt (APSA)
06 Jan 21

(RFP)

REQUEST FOR PROPOSAL
No.DAPSA/ 5516/Manpower/2021 dated 06 Jan 21
(AS PER NSP 16)

SPECIALISED MANPOWER SERVICES FOR INPEC

INDEX FOR RFP

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PART I

GENERAL INFORMATION

1. **LAST DATE AND TIME FOR DEPOSITING THE BID**. **at 1030 Hrs on 03 Feb 21**.

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 BID**. Sealed Bid should be either dropped in the Tender Box marked as " **Tender box for SPECIALISED MAPOWER SERVICES FOR INPEC**" 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.

3. **TIME AND DATE FOR OPENING OF BID**. Bids will be opened at **1100 Hrs on 03 Feb 21** (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**. DAPSA, 7th Floor Chanakya Bhavan, Chanakya Puri 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**. DAPSA, 7th Floor Chanakya Bhavan, Chanakya Puri 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**. Only Technical Bids will be opened at the above said time and date. Date of commercial bid opening will be intimated after acceptance of the Technical bids. Commercial bids only those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the buyer.

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, GST no., HSN code of items, EPF &ESIC registration no., 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, if any.

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

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

12. **UNWILLINGNESS TO QUOTE**. Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

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

14. **EARNEST MONEY DEPOSIT**. Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 8,50,000/-** (Rupees **Eight Lakh Fifty Thousand** only) in favour of PCDA(Navy) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the

unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

15. **PRE BID MEETING**. A pre bid meeting will be held on at **1000 hrs on 25 Jan 21** to render any clarifications to the bidders regarding RFP. The control samples of all the items to be procured will also be shown to the bidders during the pre bid meeting. The bidders are to ensure attendance in the prebid meeting and make themselves conversant with the quality of items which is being sought vide this RFP. Non attendance of pre bid meeting by a firm rep can make a bidder liable to rejection.

PART II
ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements**. **SPECIALISED SERVICES FOR INPEC**

Ser	Manpower	Nos	SQRs
(a)	Trainers	03	Should have minimum 15 years of previous experience in training horses in Polo and other Equestrian competitions Work experience with IPA registered Polo Team/ Club member/ Ex Army/ Ex Navy/ Registered Polo club Scope of duties are placed at Encl 1
(b)	Saddler	01	Minimum 07 years service experience of working (repair and maintenance) with horse equipment and Saddlery items.
(c)	Dresser	01	Minimum 10 years service experience with horses. Should have a veterinary degree qualification/ served in Indian Army at RVC/MVH as dresser for more than 12 years.
(d)	Grooms (semi skilled labour proficient in handling horses **not under** the category of shops establishments and clubs)	30	Service experience of more than 02 years with IPA registered Polo Team/ Player Details of duties are placed at Encl 2

Note. (a) The firms/company should clearly mention about its acceptance / non acceptance to the specifications, terms and conditions of the RFP. In case of noncompliance, deviation from RFP to be specified in unambiguous terms.

(b) The firm should have the following:-

(i) ESI registration certificate (Attested copies of ESI certificate along with latest receipt of premium paid should be attached failing which the certificate/receipt will be considered invalid)

(ii) EPF registration certificate (Attested copies of EPF certificate along with latest receipt of premium paid should be attached failing which the certificate /receipt will be considered invalid)

(iii) Service Tax Certificate (Attested copies of Service Tax Certificate along with latest receipt of premium paid should be attached failing which the certificate /receipt will be considered invalid)

(iv) The firm should have a valid PAN card in the name of the firm or in the name of proprietor in case proprietary of the firm.

(c) The firm should have completed similar works in any of three financial years from 2013 – 2020 of value not less than 50 Lakh each at Govt Dept. PSUs and private undertaking (Copies of award letter and performance certificate and audited copy of ITR for three years to be attached). Similar works includes supply of manpower for horses management/Stable management/Animal management/ other specialized jobs.

(d) In case the bidder has worked with Indian Navy / any other Govt Dept, the buyer may, at his discretion ask for the performance certificate from that department. Unsatisfactory performance from the any of the previous contract will make the bidder liable to the technical rejection. The TEC will exercise its sole discretion in this regards.

(e) The supply of manpower will be governed by the provisions of the following acts / Laws:-

(i) The contract Labour (Regulation and abolition) Act 1970 (CLRA act 1970) and its latest amendments from time to time.

(ii) Payment of wages act, 1936 and as per latest amendments from time to time.

(iii) The minimum wages act, 1948 and as per the amendment from time to time.

(iv) Any other act / Law governing contract of similar nature. It will be the responsibility of vendor to ensure compliance of all GOI and Delhi Govt rules and regulations.

2. **Two – Bid system**. In respect of two bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid –

Para of RFP
Specifications item-wise Specification of item offered
Compliance to RFP specifications – whether Yes / No,

In case of noncompliance, deviation from RFP to be specified in unambiguous terms

3. (a) The contract will be concluded for a period of 03 years w.e.f 03 Jul 21. Notwithstanding the tenure of the contract, the buyer will review the performance of the bidder at the end of each year or otherwise, as deemed essential by the buyer, and if the performance of the seller is found unsatisfactory, the buyer has the right to unilaterally cancel the contract. The decision of the buyer will be final for the evaluation of performance and no claim from the seller shall be entertained thereof.

(b) Police verification. At all times, the contractor shall be responsible to ensure that the personnel engaged by him are cleared by police station. Police verification in respect of all employed during the currency of the contract is required to be submitted to the buyer prior deputing the person on duty at INPEC.

(c) The contractor shall be responsible for all commissions and omissions on part of manpower engaged for all purpose, PDAPSA/ Oi/C INPEC shall not be responsible for any manner whatsoever, in matters of injury/ Death/ illness of contractors employee performing duties under this contract. Furthermore, the contractor is to indemnify the customer against all claims of compensation by or on behalf of any workman employees by him in connection with this agreement for injury or death by accident under the workman Compensation act.

(d) The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstances shall ever have claim of employment with the Integrated HQ of Min of Defence (Navy).

4. **Delivery Period**. The time allowed delivery will be 03 years (during the period of contract), from the effective date of the contact. 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.

5. **TERMS OF DELIVERY / DATE OF DELIVERY**

Local Delivery at Site. The date on which the delivery is made at the consignee's site at INPEC, 61 Cavalry, Delhi Cantt, New Delhi 110010.

6. **Consignee details & Delivery**.
The Consignee for all material will be the DAPSA/INPEC the site at INPEC, '61' Cavalry, Delhi Cantt, New Delhi – 110010.

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 signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration**. All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard 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 offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer

may deemproper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission**. The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this 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 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 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) Unilaterally by the buyer, if services are not found to be satisfactory or breach of any contract clauses with 15 days notice.

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

(c) Unilaterally by the buyer, if the contractor is not complying to any of the Statuary Acts of Govt of India/Delhi Govt.

(d) As per the decision n 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) **General**.

(i) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(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 entrained 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 uty/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 liveable 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) <u>Customs Duty</u>.

(i) 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 Licences, 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 Defence Buyer contract number.....dated.....

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

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

(c) **GST**.

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

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST 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 GST and the same is payable as per the terms of the contract.

(d) **Octroi 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.

(e) **Tax deduction at source**. As per existing 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 public sector bank or a pvt 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 receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-16 (Available in MoD website and can be provided on request).

2. **PAYMENT TERMS**. The payment will be made monthly basis on the actual manpower employed during the month. The user has the right to vary the no of personnel employed. The seller shall raise a monthly bill on the actual no of manpower employed and the same after scrutiny and verification by O i/C INPEC shall submitted to CDA(N) for payment.

3. **ADVANCE PAYMENT**. No advance payment will be made to any firm/supplier/company at any circumstance.

4. **PAYING AUTHORITY**. DCDA(Navy), Project Sea Bird, West Block V, RK Puram, New Delhi 110066.

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 contingent bill / Seller's bill.

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

(iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iv) CRVs in duplicate.

(v) Inspection note.

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

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

(viii) Bank guarantee for advance, if any.

(ix) Guarantee / Warranty certificate.

(x) Performance Bank guarantee / Indemnity bond where applicable.

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

(xii) 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).

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

(xiv) User Acceptance.

(xv) Xerox copy of PBG.

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

5. **Fall clause**. The following Fall 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/organisation including the Buyer or any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, 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 at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate 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 - .....".

6. **Risk & Expense clause**.

1. 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.

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 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:-

(a) Such default.

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

7. **Force Majeure clause**.

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

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

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

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. **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 RFP.

9. **Transportation**. The delivery of the items will be local deliver at site at INPEC, C/o 61st Cavalry, Delhi Cantt, New Delhi.

10. **Quality**. The manpower supplied for the purpose shall carryout duties as per the Encl I and II of RFP.

11. **Quality Assurance**. The manpower supplied shall be inspected by the O i/C INPEC or a board formed by the PDAPSA and in case the skills of the manpower in carrying out the requisite duties are not found satisfactory, the same will be intimated to the firm for replacement of the manpower.

12. **Inspection Authority**. The inspection shall be carried out by the PDAPSA. The mode of inspection will be User Inspection.

13. **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 Services** "The fact that the Services have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

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

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

(a) Quality: In case manpower provided by the firm not proficient in carrying out the requisite duties, the same will be replaced by the successful bidder within a period of 03 days. Oi/C INPEC/ Board appointed by PDAPSA will be the sole authority for assessment and no claims / requests will be entertained after the decision of the Oi/C INPEC/ Board.

15. **PERFORMANCE WARRANTY OF THE WORK**.

(a) The contractor shall certify that no sub-standard, services have been supplied and should submit a written certificate that all the requirement of RFP in terms of quality, quantity and specification have been adhered to.

(b) The contractor shall undertake that all services would be supplied to the satisfaction of the buyer.

(c) In case the contractor fails to supply the services to the satisfaction of buyer justification in defence/ supply services within the 01 month, the Buyer shall hire services from other sources and recover the cost of the contractor by encashing the bank guarantee. In case any additional expenditure is incurred by the buyer on this account, the same shall be borne by the contractor.

16. The contractor shall also undertake to discharge all other requisite obligations as per this contract at his own cost.

17. The contractor (in case of a foreign vendor) shall appoint an Agent in India who shall be a co-obligant for all purpose, till the expiry of the Performance warranty.

18. The text of Performance Warranty shall be as prescribed by the Consultant and approved by the buyer.

(a) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

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

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

Part V
EVALUATION CRITERIA & 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.

(b) 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:

(c) 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 entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / 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) 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. Moreover, L1 will be determined on the complete scope of works as indicated in this RFP and not on individual items.

(g) Cmde(APSA) reserves the right to negotiate commercial with the shortlisted vendors. Cmde(APSA) is not bound to buy its requirements from the lowest bidder.

(h) Any other criteria as deemed fit later to suit this particular case.

2. **Price Bid Format**. The Price Bid is required to be submitted in form of attached with this RFP at appendix A.

Appendix 'A'

FORMAT FOR PRICE BID

Grooms – Wages

Ser	Description	Rate per (per month)
(a)	Latest Minimum wages as per minimum wages promulgated by Govt of NCT of Delhi (Semi skilled labour not under the category of shops, establishments and clubs)	
(b)	EPF @	
(c)	ESIC @	
(d)	Service charges@	
(e)	GST %	
(f)	Total expenditure per month per employee	
(g)	Total expenditure 30 employee per month	
(h)	**Total expenditure** for 30 employees for 36 months	

Note: - The EPF, ESIC are to be reflected as per the Govt prescribed rates and details of the same shall be indicated

Appendix 'B'

Trainers, Saddler and Dresser – Wages

Ser	Description	Rate per (per month)
(a)	Quoted wages	
(b)	EPF (if applicable)	
(c)	ESIC (if applicable)	
(d)	Service charges@	
(e)	GST%	
(f)	Total expenditure per month per employee	
(g)	Total expenditure for the required no of employee per month (03 Trainer, 01 Saddler, 01 Dresser)	
(h)	**Total expenditure** employees for 36 months	

Note: - The EPF, EDLI, ESIC are to be reflected as per the Govt prescribed rates and details of the same shall be indicated

Clothing items (As per Appendix 'E' & 'F')

Ser	Description	Trainers	Saddler	Dresser	Grooms
(a)	Cost per person per year				
(b)	Additional charges i.e GST, other charges applicable as per prescribed Govt Rates and profit/service charges				
(c)	Total Sl (a) + (b) = c				
(d)	Total cost per year for total no employees (03 Trainer, 01 Dresser, 01 Saddler and 30 Grooms)				
(e)	Total expenditure all employee for 36 months				

Note: - In case of any additional charges, the same should be reflected in clear and unambiguous terms. In cases, additional charges are nit reflected it will assumed that the cost quoted is inclusive of all charges. In case of ambiguity, the same will be resolved in terms of para1 (d) of part V of this RFP.

Appendix 'D'

Final Bid

Ser	Description	Trainers	Saddler	Dresser	Grooms
(a)	Total cost of wages for 36 Months (as per Appendix A&B)				
(b)	Total cost of clothing (3 years) (Appendix C)				
		Total(D) =	Total(E) =	Total(F) =	Total(G) =
TOTAL COST OF CONTRACT (D+E+F+G)					

List of clothing items (per year per head) - Trainers, Saddler and Dresser

Ser	Description	Qty	Prices
(a)	Polo/ full riding boot	01	
(b)	Polo helmet	01	
(c)	Riding breeches	03	
(d)	Shoe black leather	01	
(e)	Formal trousers	01	
(f)	Formal shirt	01	
(g)	T-shirt	03	
(h)	Jersy black	01	
(j)	Wind cheater	01	
(k)	Monkey cap	01	
(l)	Socks black	03	
(m)	Mattress	01	
(n)	Bed Sheets	02	
(p)	Pillow	01	
(q)	Pillow cover	01	
(r)	Blanket	01	
(s)	Safari suit	01	
Total			

List of clothing items (per year per head) - Grooms

Ser	Description	Qty	Prices
(a)	Ankle/ half riding boot	01	
(b)	Riding helmet	01	
(c)	Riding breeches	03	
(d)	Shoe black leather	01	
(e)	Formal trousers	01	
(f)	Formal shirt	01	
(g)	T-shirt	03	
(h)	Jersy black	01	
(j)	Wind cheater	01	
(k)	Monkey cap	01	
(l)	Socks black	03	
(m)	Mattress	01	
(n)	Bed Sheets	02	
(p)	Pillow	01	
(q)	Pillow cover	02	
(r)	Blanket	01	
(s)	Foldable cot	01	
(t)	Track suit	01	
(u)	Mosquito net	01	
(v)	Shoes sports	01	
(w)	Rubber sandals	01	
Total			

Encl I to DAPSA/5516/Manpower/2021
Dated 06 Jan 21

Duties of Trainers

1. The three polo trainers will be required to break, school and train ponies and play introductory chukkers with an aim to prepare the Polo ponies to compete in National level Polo championships. Firm has to provide service of three expert polo trainers with a minimum 15 years experience of training Polo ponies to train and mange polo horses.

2. That the trainers manage and supervise all the activities of INPEC, under the over all direction of Officer-in-Charge (OIC), INPEC. Such activities will not be limited to, but shall include the following:-

(a) Taking charge of saddler / stores and being responsible and answerable for the same.

(b) Upkeep and maintenance of saddler and other Polo equipment in good condition.

(c) Responsible for saddling of the ponies in the morning and evening or as required, and reach the grounds in time.

(d) Carry out disposal of unserviceable and spare/waste.

(e) Ensuring that the routine at INPEC stables for grooming the ponies is followed as promulgated by O i/C INPEC.

(f) Ensuring that there is no slackness on part of the personnel assigned to INPEC, and that every horse is properly groomed.

(g) Ensuring that the ponies are fed as per the scale laid down by Oi/c INPEC from time to time, and the timing of feed are observed in accordance with the 'Routine Programme'.

(h) Assigning duties for the safe custody, upkeep and maintenance of all the equipment, line/riding gear and stores held on charge of INPEC, to the personnel provided to the contingent and holding them responsible for the same.

(j) Ensuring that all orders issued by OIC INPEC connected with INPEC are carried out with speed and efficiency and that a high standard of discipline is maintained in the contingent.

3. Maintaining attendance register for the grooms and ensure proper attendance of all grooms.

4. That during the period of agreement the trainers will not undertake any other professional work that may bring them monetary of material gains.

5. That the trainers will work their whole time to the service of INPEC and do everything possible to advance its interest.

6. That the trainers be courteous and obedient at all times and carry out all proper instructions given to them.

7. That it is clearly agreed to be understood that the trainers are employed by the firm and at no point of time, they shall be considered to be employees of the President of India by the reason of rendering services of the trainers. However, the trainers shall render such services under the overall charge of the OIC INPEC wholly to the Indian Navy and shall not render any services to any other individual or organisation during the course of course of the agreement.

Encl II to DAPSA/5516/Manpower/2021
Dated 06 Jan 21

Duties of Grooms

1. Feeding of animals including cleaning and maintenance of feeding troughs, milling of barley. linseed or any other grains as and when required.
2. Watering of animals including cleaning and maintenance of watering troughs and bringing water from water point, if need be.
3. Chaffing of fodder.
4. Stabling of animals in stall, as well as in open.
5. Grooming of fodder.
6. Clipping of animals including normal maintenance of clipping machines.
7. Mounted and dismounted exercise of animals as required, as also assistance for training of animals.
8. Care and maintenance of face, mane and tail.
9. Detection and reporting of minor ailments.
10. Restraint and control of animals for vet inspection, dressing, shoeing and treatment etc.
11. Cleaning of stables, stalls, paddocks and removal of bedding and litter there from to the pots.
12. Washing, scrubbing, disinfection and white washing of stables etc.
13. Assist in care, management, dressing and treatment of sick etc.
14. Maintenance of stable area including ring roads and fencing etc.
15. Maintenance of Line Gear, Saddlery, leather items and other equipment and stores used in animal management.
16. Security of animal lines and animals during day and night.
17. Collection of grains and fodder for animals.
18. Proper collection and disposal of litter from Animal lines/Barracks.
19. Grazing of animals and cutting of fodder, if need be.
20. Assist in conducting and loading/unloading of animals.
21. In addition to the above duties, any other duty concerning animals as deem necessary by the Officer-in-Charge, INPEC.