

REQUEST FOR PROPOSAL

INVITATION OF ONLINE BIDS FOR "PURCHASE OF RIDING CLUB ITEMS/EQPTS FOR WINTER TERM AT OFFICERS TRAINING ACADEMY, GAYA OUT OF ANNUAL TRAINING GRANT FOR THE FINANCIAL YEAR 2024-2025"

REQUEST FOR PROPOSAL (RFP) NO 41752/OTA/ATG/Eqtn/2024-25

DATED 02 Jan 2025

1. **Schedule of Requirement** The list of items/services required are as under:-

Ser No	Items	A/U	Qty	Remarks
(a)	Black Riding Shoe (Knee Length) (size 6 x 1, 7 x 3, 8 x 3, 9 x 2 & 10 x 1)	Pair	10	Sample photos and specification are attach as Appendix 'A' & 'B' .
(b)	T-Shirt with OTA Crest & Horse Logo (size XL-15 & L-05)	Nos	20	
(c)	Black Riding Gloves	Pair	10	
(d)	Brown Riding Breeches (size 28 x 3, 30 x 4, 32 x 2 & 34 x 1)	Nos	10	
(e)	Red Namda with OTA Crest	Nos	10	
(f)	Jaggery	Kgs	50	
(g)	Coconut Oil	Ltr	05	
(h)	Electrolyte	Kgs	03	
(j)	Mustard Oil	Ltr	45	
(k)	Leather Soap	Kgs	50	
(l)	Washing Powder	Kgs	20	
(m)	Nylon Rope (Thickness 18mm)	Mtr	500	

2. **Delivery Period**

- (a) Delivery period for supply/Construction would be 30 days from the date of signing of the Supply Order (SO).
- (b) Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

3. **Consignees Details**. The Commandant, OTA, Paharpur Gaya, 823005.

4. The following aspects, Inter-alia be noted for Inspection and Supply of stores:-

- (a) **Project to be completed within one month (30 days) from the date of Supply Order.**
- (b) Please note that Contract can be cancelled unilaterally by the Buyer in case project is not completed within 30 days.
- (c) Supplier to provide minimum 01 x representative sample before final order is confirmed/ placed.

STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal 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.

5. **Earnest Money Deposit**. NA

6. **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.

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7. **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.

8. **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).

9. **Liquidated Damages.** In the event of the Seller's failure to fulfill terms and conditions 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 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 services or as per latest rule of GeM Portal.

10. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full if the project is not completed within 90 days from of award of contract.

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. **Taxes and Duties.**

(a) **In respect of Foreign Bidders.** Not Applicable.

(b) **In respect of Indigenous Bidders.**

(i) **General.**

(aa) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(ab) 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.

(ii) **GST.** 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.

13. **Performance Guarantee.** NA.

14. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant payment details so that payments could be made through ECS/NEFT mechanism 100% payment on completion of the project and acceptance by the user.

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

16. **Paying Authority.** OTA Gaya.

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

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

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

(i) Exports by the Seller.

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

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(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/organization 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 -”.

18. **Risk & Expense clause:-**

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

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

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

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed **10%** of the value of the contract."

19. **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

20. **Specification** The Seller guarantees to meet the specifications as per Tech Specification mentioned RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical Upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of Upgradation/alterations will be provided to the Buyer free of cost within 05 days of affecting such Upgradation/alterations.

21. **Inspection Authority**: The Inspection will be carried out by a Board of Officers constituted by the Commandant, Officers Training Academy, Gaya (Bihar). The mode of Inspection will be Departmental Inspection / User Inspection.

22. **OEM Certificate**: In case the bidder is not the OEM, authorized dealer Certificate/ the agreement certificate with the OEM for sourcing the spares / item shall be mandatory.

23. **Earliest Acceptable Year of Manufacture**: Quality / Life certificate will need to be enclosed with the Bill.

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24. **Quality Assurance**: Seller would provide the Standard Acceptance Test Procedure (ATP) within **01 (One month)** of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

25. **Franking Clause**

(a) **In the case of Acceptance of Goods**: "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Supply Order alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order".

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

26. **Claims**.

(a) The claims may be presented either (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing or (ii) on quality of the stores, where quality does not correspond to the quality mentioned in the Supply Order

(b) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

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

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

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

27. **Warranty.** The Warranty will form part of the contract placed on the successful Bidder. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **1 Year** from the date of delivery of the said goods stores/articles to the Buyer and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 1 Year the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period

as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

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28. **Eligibility Criteria.**

(i) Only vendors registered/having working experience with Army/Navy/Airforce, DRDO/any est of MoD/ Sports Authority of India/State Sports Authority/other equivalent sports body would be considered.

(ii) Firm should have adequate financial background to complete the project.

(iii) Firms regd with NSIC for this item or similar range of products/goods or services with the Central Purchase Organization (e.g DGS&D), NSIC or any Department of MoD (like DGQA) or MoD itself, would be also being eligible to Bid.

29. **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) On qualifying technical, bids will be evaluated for commercial offer. **The Lowest Bid will be decided upon the lowest price of the each item separately quoted by the particular bidder as per the Price Format generated through GeM portal (BOQ based bidding process)** The consideration of taxes and duties in evaluation process will be as follows:-

(i) 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) Excise duty on fully formed equipment would be offloaded.
- (iii) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored.

30. Documents to be uploaded by the Bidders on GeM. The following documents shall be uploaded on GeM Portal by the Bidder:-

- (a) Tender Conditions Acceptance Certificate. Duly stamped with official seal and signed by the proprietor as per **Appendix 'C'**.
- (b) Additional Terms and Conditions (if any) with sealed and signed by the Firms.
- (c) Scan copy of EMD. Original copy to be forwarded by post before opening of the bid.

TENDER CONDITIONS ACCEPTANCE CERTIFICATE
(TO BE GIVEN COMPANY HEAD)

To,

The Commandant
OTA, Gaya

SUBJECT : ACCEPTANCE TO TERMS & CONDITIONS FOR PURCHASE OF RIDING
CLUB ITEMS/EQPTS FOR WINTER TERM AT OFFICERS TRAINING ACADEMY, GAYA
OUT OF ANNUAL TRAINING GRANT FOR THE FINANCIAL YEAR 2024-2025

Dear Sir/ Madam,

It is certified that our firm M/s _____ hereby accept all the terms
and conditions of the Bid No _____ dated _____ 2025.

Your's faithfully

(Signatures of the Bidder, with official seal)

Appendix 'A'

Ser No	Name of Item	Specification	Acceptance
1	Black Riding Shoe (Knee Length) (size 6 x 1, 7 x 3, 8 x 3, 9 x 2 & 10 x 1)	Black Riding Shoe should be made of Leather-100%, Woven black Cushion & Leather Lining - anti-slip, riffled PVC sole for a sure grip Conforms to all demands. The smooth woven lining ensures greatest wearing comfort. Upper: 100% Leather, TP Sheet, Tecson Board, Adhesive, Sole: 100% PVC, YKK Nylon Zip (5 Nos) made with 100% Brass	Yes /No
2	T-Shirt with OTA Crest & Horse Logo (size XL-15 & L-05)	T-Shirt with OTA Crest & Horse Logo as per picture. Material shall = 100% Polyester, High quality lining = 100% Polyester OTA crest to be embroidered / high quality embossed 7 cm x 8 cm on left chest. Horse Logo to be embroidered/high quality embossed on the back of size 12inch x 4inch. Supplier to provide minimum 01 x representative sample before final order is confirmed/ placed.	Yes /No
3	Black Riding Gloves	Riding Gloves especially made for horse riding purpose length upto wrist with mix of leather and cotton with padding. Item should be good quality and reasonable confirming to norms specified. Inferior quality of item will not be accepted. Original image of the item placed in bid. Sample to be provided for approval of the buyer before dispatch by L1 firm after placement of Supply Order.	Yes /No
4	Brown Riding Breeches (size 28" x 3, 30" x 4, 32" x 2 & 34" x 1)	Crafted with a slightly thicker material, that is non see through and smooths lumps and bumps. High waist for extra support, that does not dig in. Four-way stretch that move with body providing comfort. Phone pockets. Original image of the item placed in bid. Sample to be provided for approval of the buyer before dispatch by L1 firm after placement of Supply Order. (Waist size- 28 inch x 3 qty, 30 inch x 4 qty, 32 inch x 2 qty & 34 inch x 1 qty)	Yes /No
5	Red Namda with OTA Crest	Item should be good quality and reasonable confirming to norms specified. Colour red with OTA Crest embroidered (Size 7 cm x 8 cm). Inferior quality of item will not be accepted. Original image of the item placed in bid. Sample to be provided for approval of the buyer before dispatch by L1 firm after placement of Supply Order.	Yes /No
6	Jaggery	Item should be good quality and reasonable confirming to norms specified. Inferior quality of item will not be accepted. Original image of the item placed in bid. Sample to be provided for approval of the buyer before dispatch by L1 firm after placement of Supply Order.	Yes /No
7	Coconut Oil	Item should be good quality and reasonable confirming to norms specified. Inferior quality of item will not be accepted. Original image of the item placed in bid. Sample to be provided for approval of the buyer before dispatch by L1 firm after placement of Supply Order.	Yes /No
8	Electrolyte	Item should be good quality and reasonable confirming to norms specified. Inferior quality of item will not be accepted. Original image of the item placed in bid. Sample to be provided for approval of the buyer before dispatch by L1 firm after placement of Supply Order.	Yes /No
9	Mustard Oil	Item should be good quality and reasonable confirming to norms specified. Inferior quality of item will not be accepted. Original image of the item placed in bid. Sample to be provided for approval of the buyer before dispatch by L1 firm after placement of Supply Order.	Yes /No
10	Leather Soap	Leather cleaning soap to remove surface dust of leather. Item should be good quality and reasonable confirming to norms specified. Inferior quality of item will not be accepted. Original image of the item placed in bid. Sample to be provided for approval of the buyer before dispatch by L1 firm after placement of Supply Order.	Yes /No

Manish Kumar
 Manish Kumar
 सचिव, एच. एच. डी.
 एक्विटोर ट्रेनिंग ऑफिस
 ओ. टी. स. गंवा (बिहार)
 OTA Gaya (Bihar)

Sr No	Name of Item	Specification	Acceptance Yes /No
11	Washing Powder	Item should be good quality and reasonable confirming to norms specified. Inferior quality of item will not be accepted. Original image of the item placed in bid. Sample to be provided for approval of the buyer before dispatch by L1 firm after placement of Supply Order.	Yes /No
12	Nylon Rope (Length 500 Mtr & Thickness 18mm)	Item should be good quality and reasonable confirming to norms specified. Inferior quality of item will not be accepted. Original image of the item placed in bid. Sample to be provided for approval of the buyer before dispatch by L1 firm after placement of Supply Order.	Yes /No

Manish Kumar

मनीश कुमार

Mr. Manish Kumar

रतन लोहा

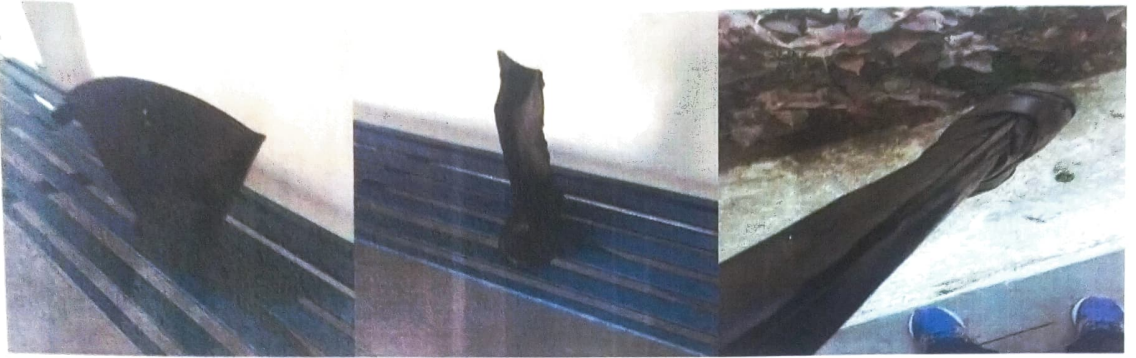
L1 Officer

असम सामग्री आपूर्ति निगम

प. १०१, १०२, १०३, १०४, १०५

आ. डी. ए. भवन (मि. १)

CEB, Guwahati



1. Black Riding Shoe (Knee Length) (size 6 x 1, 7 x 3, 8 x 3, 9 x 2 & 10 x 1) **Total Qty : 10 Pair**



2. T-Shirt with OTA Crest & Horse Logo (size XL-15 & L-05) **Total Qty : 20 Nos**



3. Black Riding Gloves (**Total Qty : 20 Pair**)

Manish Kumar



4. Brown Riding Breeches (size 28 x 3, 30 x 4, 32 x 2 & 34 x 1) (**Total Qty : 10 Nos**)



5. Red Namda with OTA Crest (Total Qty : 10 Nos)



6. Jaggery (Total Qty : 50 Kg)



7. Coconut Oil (Total Qty : 05 Ltr)



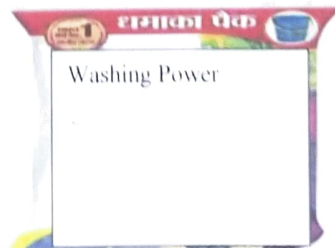
8. Electrolyte (Total Qty : 03 Kg)



9. Kachi Ghani Mustard Oil (Total Qty : 45 Ltr)



10. Leather Soap (Total Qty : 50 Kg)



11. Washing Power (Total Qty : 20 Kg)

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12. Nylon Rope (Total Qty : 500 Mtr & Thickness 18 mm)

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मनीष कुमार

Manish Kumar

लेफ्टिनेंट कर्नल

Lt Colonel

उत्कल प्रदेश प्रशिक्षण अधिकारी

Emergency Training Officer

(मि.टी.ए.ओ. (विद्यार्थी))

राज्य प्रशिक्षण विभाग