

# Request for Proposal (RFP) from Original Manufacturers as well as their distributor/dealer/representative for supply of Aluminium Roll Up Display Standees

Date 21st Feb 2018 Embassy of India, Berne

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# Disclaimer:

Embassy of India, Berne does not make any representation or give warranty as to the accuracy, reliability or completeness of the information in this RFP document, nor will have the liability for any loss, expense or damage which may arise from anything contained in this RFP document or in any way from the selection process for the Program.

Embassy of India, Berne reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Request for Proposal Application.

Embassy of India, Berne reserves the right, without any obligation or liability, to accept or reject any or all the bids at any stage of the process, to cancel or modify the process or change/modify/amend any or all provisions of this RFP Document, at any time, without assigning any reason whatsoever.

### Abbreviations:

RFP	Request for Proposal
EOI Berne	Embassy of India, Berne
GOI	Government of India

Ref: COM/BERN/ 212/ 1/2018 dated February 21, 2018

### 1. Introduction:

Sealed Offers [e-mail/fax offers are not acceptable] are invited from Original Manufacturers as well as their representative distributor/dealer/representative for supply of Aluminium Roll Up Standee (for coloured display and information in English / High German) as per technical specifications and terms and conditions as follows:

### 1.1 Technical Specifications for Aluminium Roll Up Standee

SI. No	Parameters	Quantity
1	<ul> <li>a. Aluminium luxury roll-up banner stand with sturdy construction</li> <li>b. Superior quality aluminium outer structure 100% original material.</li> <li>c. High quality plastic rotator and components with heavy duty SS spring.</li> <li>d. With leg caps option.</li> <li>e. Printed on Digital Vinyl Non-Tearable material with black out from one side</li> <li>f. Standees weight 2-2.5 kgs. approx.</li> <li>g. Size 85 X 200 cm</li> <li>h. All standees with Carry Bag</li> <li>i. Coloured Display</li> <li>j. All the Details pertaining to the information, photographs, designs etc to be displayed on the Standees in English &amp; German (to be shared by EOI, Berne after the Selection of the company)</li> </ul>	125 nos

# 2.0 Quality Assurance

All supplies made shall be accompanied by a certificate conforming to our specification. The vendor shall be responsible for quality assurance for the material. The vendor shall use proper operating practices to ensure all quality parameters so that supplies meet the requirements as specified in the tender. Vendor shall take back all rejected material due to whatsoever reasons, within 3 (three) working days of informing the same. In case the vendor fails to do so, EOI, Berne shall have right to dispose of the defective material at the risk and cost of the supplier.

# 3.0 Quantity:

125 nos to be supplied in a box of 02 standees each as per the packing schedule with quality packing material which can transport further without damaging the back pack.

### 4.0 Selection Criteria

Selection of the Market research facilitator company shall be on a **Quality and Cost Based Selection (QCBS)** basis.

### 5.0 Schedule for Submission of the RFP

Wednesday, February 21st 2018	Despatch of RFP Document / Availability on EOI Berne website
Wednesday, March 14 <sup>th</sup> , 2018 (1700 hrs)	Final Bid Submission Deadline
Friday, March 16 <sup>th</sup> , 2018 (1430hrs)	Evaluation of Technical & Financial bids
Monday, March 19 <sup>th</sup> , 2018	Sharing of Standee Design, Details, information, photographs etc from EOI, Berne to the selected company. Negotiations (if required) with the selected company & Award of the Contract
Immediately after contract award	Commencement of Work
Monday, March 29th, 2018	Delivery of entire quantity

# 6.0 Submission Address/ Address for communication

All communications related to this RFP including the submission of the Proposal shall be addressed to,

Shri Bhaskar Bhatt First Secretary & HOC Embassy of India, Kirchenfeldstrasse 28, CH-3005, Berne Email hoc.berne@mea.gov.in

Phone 0041 31 3511559

Fax 0041 31 3511557

### 7.0 Decision on selection

The final decision on the selection of the firm would be announced on Monday, March 19<sup>th</sup>, 2018.

# 8.0 Negotiations

If required, the Negotiations will be held with the selected company at EOI Berne.

### 9.0 Award of Contract

The contract will be awarded to the selected COMPANY following the negotiations. After negotiations are completed, EOI Berne will promptly notify other Company on the shortlist that they were unsuccessful.

# 10.0 Corrupt or Fraudulent Practices

EOI Berne requires that company under this contract observe the highest standard of ethics. EOI Berne will reject a bid for award of work, if it has determined that the company recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

# 11.0 Confidentiality

The selected company for the services may have access to some confidential information for the purpose of implementation. The company shall take all precautions necessary to keep the information totally confidential and under no circumstances will disclose such information to any third party or competitors, which shall otherwise render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. EOI Berne is entitled to be indemnified by the selected company for any loss/damage to reputation and / or for any breach of confidentiality.

# 12.0 Delivery Schedule

The entire material (125 Nos) as above will be delivered within 10 Days of issue of purchase order.

# 13.0 Earnest Money Deposit (EMD) & Security Deposit (SD):

Public Sector Undertakings / Enterprises and registered small-scale units are exempted from payment of EMD and SD. However, registered Small scale units should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

### 14.0 Placement of Order:

Purchase order (without VAT) may be split based on L1 rate at the discretion of EOI, Berne.

# 15.0 Payment Terms:

100 % payment along with all taxes and duties shall be payable after 30 days from the date of delivery of material at our works.

# 16.0 Risk purchase

Without prejudice to other provisions in the tender, in the event of the vendor failing to supply within the 07 days of issuance of Purchase order by hand/e-mail/fax, EOI. Berne shall have the right and option to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

# 17.0 Submission of Hard copies

The bidder shall furnish the original DD / Bank Guarantee and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. EOI, Berne shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

# 18.0 Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis on the website: <a href="http://www.indembassybern.ch">http://www.indembassybern.ch</a> platform. The Company/ Organization calling for tenders shall not be responsible for any claims/problems arising out of this.

### 19.0 Bid Submission

The bidder should complete all the processes and steps required for bid submission. Bidder may also note that the incomplete bids will not be entertained by EOI, Berne and are not qualified for the Tender Inviting Authority for processing. Before submitting the documents, the bidders shall sign on all the statements, documents, certificates submitted by him, owning responsibility for their correctness / authenticity

# 20.0 Liquidated damages

Vendor shall be liable to pay liquidated damages for the following:

- 1. Failure to deliver the material as per purchase order (PO) and delivery schedule. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of PO value per week or part thereof subject to a maximum of 5.0%.
- 2. If any damage is caused to the property and/or machinery (including its any part) of

EOI, Berne, directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by EOI, Berne and vendor shall be liable to indemnify the value of such damaged property and/or machinery.

# 21.0 Delivery Location, working days & hours

The delivery is required to be done to the following:

Mr Bhaskar Bhatt,

First Secretary & HOC

Embassy of India, Berne,

Kirchenfeldstrasse 28, CH-3005, Berne

The delivery shall be done only from Monday to Friday between 10:00 am. to 5:00 pm (timing may be relaxed if required).

### 22.0 Offers & Enclosures

The offers submitted by the all the tenderers will be non-returnable and shall be the property of EOI, Berne even in the case of unsuccessful bidders. However, EOI, Berne shall maintain the confidentiality for the submitted documents.

# 23.0 Validity period of the offer

The period of validity of the quotations should not be less than 90 days from the due date of the tender.

### 24.0 Guarantee Period

Vendor shall guarantee against any and all defects in design, workmanship, materials and performance for a period of Three-month (03) month from the date of supply of the material.es. If any defects develop during the guarantee period, it shall be remedied promptly free of charge by the supplier and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the supplier

# 25.0 Limitation 0f Liability

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order Price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production.

# 26.0 Force Majeure

Shall mean and be limited to the following -

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller. The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination. For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the

event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

# 27.0 Resolution of Disputes / Arbitration

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/ Purchase order shall be referred to the Sole Arbitrator appointed by the EOI, Berne whose award shall be final & binding on both the parties.

# 28.0 Right to Accept / Reject any Bid

EOI, Berne reserves the right to reject any / all offers if a conflict of interest between bidder and the company is detected at any stage. EOI, Berne also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.