



UNITED NATIONS	 HQ NKB (MONUSCO) 	NATIONS UNIES
United Nations Organisations Stabilization Mission in the Democratic Republic of the Congo		Mission de l'Organisation des Nations Unies pour la Stabilisation en Republique Democratique du Congo

Colonel Hari Prasad
Contingent Commander
INDRDB (MONUSCO)

E-mail: monusco-nkb-indrdb-co@un.org

01/Proc/UN/RCE/RFP

08 Sep 2017

To,

**REQUEST FOR TECHNICAL AND COMMERCIAL BIDS FOR
SUPPLY OF RIOT CONTROL EQUIPMENT (QTY - 462)**

Dear Sir,

1. Headquarters North Kivu Brigade (NKB) (MONUSCO), Goma, DRC on behalf of Government of India, intends to procure **Riot Control Equipment**. A bid for the same is hereby invited for and on behalf of President of India for supply of **Riot Control Equipments (Quantity-462)** as listed in Part I of this RFP. The tender reference No is **01/Proc/UN/RCE/RFP** dated **08 Sep 2017**.

2. This Request for Proposal (RFP) consists of three parts as indicated below :-

(a) **Part I.** The first part consists of the general requirement of the equipment, the numbers required, the time frame for deliveries, maintenance and warranty/ guarantee conditions, etc. It includes procedure and last date and time for submission of offers. It also clarifies evaluation and acceptance criteria.

(b) **Part II.** The second part of the RFP incorporates the aspects of Service Qualitative Requirements (SQRs) describing the technical parameters of the proposed equipment. The characteristics and features that should be met by the equipment are elucidated at **Appendix A**.

(c) **Part III.** The third part of the RFP consists of the commercial clauses and Standard clauses of contract. The bidders are required to give confirmation of their acceptance of these clauses.

3. The content of this RFP will automatically be considered as part of the contract concluded with successful bidder as selected by the Buyer. The RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof and withdraw the RFP "should it become necessary" at any stage. The end user of the equipment is the Indian Army.



—————

08 Sep 17

4. The address and contact numbers for sending Bids and seeking clarification regarding this RFP is given below:-

(a)	Queries to be addressed to:	OIC Procurement, HQ North Kivu Brigade	<a href="mailto:monusco-nkb-
oicproc@un.org">monusco-nkb- oicproc@un.org
(b)	Postal address for sending Bids:	Procurement Committee, HQ North Kivu Brigade, MONUSCO, TMK, Goma (North Kivu), DRC	<a href="mailto:monusco-nkb-
oicproc@un.org">monusco-nkb- oicproc@un.org
(c)	Contact personnel :	1. Col Hari Prasad, Chairperson Procurement Committee 2. Lt Col Anshul Gaur, OIC Procurement	<a href="mailto:monusco-nkb-indrdb-
co@un.org">monusco-nkb-indrdb- co@un.org <a href="mailto:monusco-nkb-
oicproc@un.org">monusco-nkb- oicproc@un.org

PART I: GENERAL REQUIREMENTS

5. **Items Required.** The items which are to be procured along with quantity is given below :-

Ser No	Riot Control Equipment Items	Quantity
(a)	Straight Baton	462
(b)	Riot Helmets	462
(c)	Riot Shields	462
(d)	Elbow, Knee and shoulder protection (Full Riot Kit)	462

6. Two bid system will be followed in which the vendor is required to give a technical bid and a commercial bid for each item. Commercial offers will be evaluated only for those Bids which have been found correct post technical evaluation by Technical Evaluation Committee (TEC). The evaluation criteria and price Bid format will be covered under Para 8. It is highlighted that submission of incorrect format / incomplete price bid format will render the offer liable for rejection.

7. Both the proposals should be sent on email to monusco-nkb-oicproc@un.org clearly endorsing in subject as '**Technical / Commercial Bid for Riot Control Equipment**'. Please note that any bids received after 1200h on 19 Sep 2017 shall NOT be evaluated.

8. **Evaluation and Acceptance Process.**

- (a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the firms will be evaluated by the Technical Evaluation Committee (TEC). The TEC will examine the extent of variations / differences, if any, in the technical characteristics of the equipment offered by various vendors with reference to the QRs and give out its recommendations to the procurement committee.



—————

08 Sep 17

(b) **Evaluation of Commercial Bid.** The commercial bids of only those bidders will be evaluated, whose technical bids have been cleared by TEC. The bidders are required to quote their price in Price bid format given in **Appendix B**. The lowest bidder (L-1 bidder) would be determined on the basis of **Appendix B**. Only L-1 bidder would be invited for negotiations by Contract Negotiation Committee (CNC).

(c) **Placement of Supply Order.** The successful conclusion of CNC will be followed by placement of supply order.

9. The Technical Bids Offer will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the essential parameters as elaborated in **Appendix A**.

10. The product delivered will undergo an inspection by the buyer to confirm that the equipment supplied meets the essential parameters as elaborated in **Appendix A**. In case of discrepancy or obsolete / lower specification, the product will be rejected and the same will be replaced by the seller free of cost.

11. The evaluation of tenders will be carried out and Bidders will be informed of acceptance/ Rejection of bids on email only. Vendors to ensure endorsing correct email ID on the bid documents.

12. **Year of Production.** Goods should be of latest manufacture, conform to the current production standard and should have 100% of the defined life at the time of delivery. Deviations if any should be clearly brought out by the vendor in the Technical Proposal.

13. **Delivery Schedule.** The equipment (complete in all aspects) must be supplied at HQ North Kivu Brigade, (MONUSCO), Goma, DRC within **14 days** of placement of Supply Order. **Please note that contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period.** Extension of contracted delivery period will be at the sole discretion of the Buyer, with or without applicability of LD clause.

14. **Warranty.** The goods supplied shall carry a warranty for **12 months** from the date of acceptance. Warranty clause is given at **Appendix C**.

15. **Government Regulations.** It may also be confirmed that there are no Government restrictions or limitations in the country of the supplier or countries from which subcomponents are being procured and/or for the export of any part of the system being supplied.

16. Any queries / clarifications to this RFP may be sent to this office within 4 days of issue of this RFP vide email on monusco-nkb-indrdb-co@un.org, monusco-nkb-oicproc@un.org.

PART II: TECHNICAL PARAMETERS

17. **Operational Characteristics and Features.** The broad operational characteristics and features that are to be met by the equipment are elucidated at **Appendix A**.

18. **Technical Bid.** The technical offer must enable detailed understanding of the functioning and characteristics of the equipment as a whole and each sub system independently. It must include the parameters as listed at **Appendix A** and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the vendor. The technical proposal should also include maintenance schedules to achieve maximum life and recommended storage condition/ environment condition.



—————

08 Sep 17

19. **Technical Details.**

- (a) The technical details should be factual, comprehensive and include specifications of the offered system / equipment against broad requirements listed in **Appendix A.**
- (b) Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information.


PART - III : COMMERCIAL ASPECTS**Commercial Offer**

20. Commercial offers will be evaluated only for the vendors whose bids is short-listed, after technical evaluation. The Commercial Offer must be firm and fixed and should be valid for **at least 2 (Two) months from the date of submission of offer.** Please note that all vendors are required to provide Operating Manuals on the scale of 1:1 **free of cost** with each equipment. All Government taxes/cess/custom clearances cost have to be borne by supplier and price quoted must include all these taxes/charges.
21. The vendor is requested to take into consideration the commercial clauses given at **Appendix 'D'** while formulating the Commercial Offers.
22. **Standard Clauses of Contract.** The Government of India desires that all actions regarding procurement of any equipment be totally transparent and carried out as per established procedures. The supplier is required to accept our standard clauses for arbitration and laws which would be incorporated in the contract. The text of these clauses is at **Appendix 'E'.**

CONDITIONS UNDER WHICH THIS RFP IS ISSUED

23. This RFP is being issued with no financial commitment on a **No Cost No Commitment (NCNC) basis;** and the Headquarters North Kivu Brigade (MONUSCO) reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage.
24. Please acknowledge receipt.

Yours faithfully


(Hari Prasad)
Colonel
Contingent Commander
INDRDB (MONUSCO)



Appendix A
(Refers to Para 2 (b) of RFP)

OPERATIONAL CHARACTERISTICS AND FEATURES

1. **Purpose.** Being deployed under MONUSCO at North Kivu, Riot Control is a task mandated to UN forces at North Kivu. The riot control equipment is needed for protection of UN personnel during mass gathering (peaceful or otherwise), crowd dispersal and crowd control. This entails protection from flying objects, body protection, face protection, Knee & leg protection and batons / other equipment to control the crowd.

2. **Technical Specifications: Riot Control Equipment.** (Make & Model of the each item should be specified)

(a) **Straight Baton.**

- (i) To be made of rubber polypropylene or polycarbonate or polyethylene.
- (ii) Length 70 - 80 cm.
- (iii) Flexible wrist strap for grip.
- (iv) Light weight.
- (v) Strong and durable.

(b) **Riot Helmets.**

- (i) Max protection to head, face and neck.
- (ii) Follow international standard specifications.
- (iii) Shock absorbent.
- (iv) High impact resistant.
- (v) Comfortable inner lining.
- (vi) Shock protection lining.
- (vii) Adjustable head band/ chin strap.
- (viii) Min 3 mm thick visor.
- (ix) Visor to be adjustable.



—————

08 Sep 17

- (c) **Full Riot Kit.** To include Arm, shoulder and leg protection :-
- (i) High impact resistance.
 - (ii) Durable polyethylene plastic.
 - (iii) Foam lining from inside.
 - (iv) Comfortable to wear.
 - (v) Moldings to provide protection and mobility.
 - (vi) Multiple modes of fastening - velcro, elastic and/or buckles.

4. **Riot Shields.**

- (a) Polycarbonate material (Plastic).
- (b) Extra reinforcement on edges.
- (c) Resistance to impact.
- (d) Shape - Rectangular.
- (e) Transparent.
- (f) Size:-
 - (i) Length - 100-125 cm.
 - (ii) Breadth - 50-65 cm.
 - (iii) Thickness - 3-4 mm.
- (g) Handle:-
 - (i) Break resistant.
 - (ii) Nylon.
 - (iii) Foldable.
- (h) Should be equipped with shock pad.



—————


08 Sep 17

TECHNICAL BID

TECHNICAL PARAMETER PERFORMANCE

S No	Items	Technical Specifications Desired	Technical Specifications Offered	Remarks	Make & Model
1.	Straight Baton	To be made of rubber polypropylene or polycarbonate or polyethylene			
		Length 70 - 80 cm			
		Flexible wrist strap for grip			
		Light weight			
		Strong & durable			
2.	Riot Helmets	Max protection to head, face and neck			
		Follow international standard specifications			
		Shock absorbent			
		High impact resistant			
		Comfortable inner lining			
		Shock protection lining			
		Adjustable head band / chin strap			
		Min 3 mm thin visor			
		Visor to be adjust-able			
		3.	Riot Helmets (To include arm, shoulder and leg protection)	High impact resistance	
Durable polyethylene plastic					
Foam lining from inside					
Comfortable to wear					
Moldings to provide protection and mobility					
Multiple modes of fastening - velcro, elastic and/or buckles.					
4.	Riot Shields (Should be equipped with shock pad)	Polycarbonate material (plastic).			
		Extra reinforcement on edges			
		Resistance to impact			
		Shape - Rectangular			
		Transparent			
		Size			
		Length - 100-125 cm			
		Breadth - 50-65 cm			
		Thickness - 3-4 mm			
		Handle			
		Break Resistant			
Nylon					
Foldable					




 08 Sep 17

Appendix B
(Refers to Para 8 (b) of RFP)

PRICE BID FORMAT

1. **Price Bid Format.** The price bid format is given below and bidders are required to fill this correctly with full details. No column of the bid format should be left blank. If any column is not applicable and intentionally left blank, the reason for the same has to be clearly indicated :-

Ser No	Items	Qty	Unit cost	Total Cost	Remarks
(a)	Cost of Basic Equipment Full break-up details may be given (to include all costs including cost of Operating Manual & Taxes, Octroi etc.)				All Govt taxes/cess/ Custom clearances cost have to be borne by Supplier. Price quoted must include all these taxes/charges.
	Straight Baton				
	Riot Helmets				
	Riot Shields				
	Elbow, Knee and shoulder protection (Full Riot Kit)				
(b)	Any Other Cost (to be specified)				
(c)	Total Cost				

2. The cost given herein will be final and binding. No amendments / representation after bid evaluation shall be allowed.
3. **Bank details for payment.** Bidders are requested to enclose details of bank account to which the payment is to be made.
4. **Address.** Legal address, contact details, email ID, registration numbers and details should also be mentioned in the bid.
5. All costs to be calculated for delivery of goods / services at **HQ North Kivu Brigade, Goma, Democratic Republic of Congo**. Bids must be calculated accordingly.

—————

08 Sep 17



Appendix C
(Refers to Para 14 of RFP)

WARRANTY CLAUSE

1. The **SELLER** warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The **SELLER** warrants for a period of **12 months** from the date of acceptance of stores, that the goods / stores supplied under this contract and each component used in the manufacture thereof shall be free from all types of defects / failures.
3. If within the period of warranty, the goods / services 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, maximum **within 21 days of notification** of such defect by the **BUYER** provided that the goods are used and maintained by the **BUYER** as per instructions contained in the Operating Manual. Spares and all consumables required for warranty repairs shall be provided free of cost by **SELLER** at Goma, Democratic Republic of Congo.
4. If a particular equipment / goods a **common defect is noticed in more than 10% of the quantity of goods with respect to a particular item / component / sub-component, that complete item/equipment** shall be replaced free of cost by the **SELLER** within a stipulated period of 28 days of receipt of the notification from the **BUYER** at Goma, Democratic Republic of Congo.
5. In case the complete delivery of the engineering support package is delayed beyond the period stipulated in this contract, then the **SELLER** undertakes that the warranty period for the goods/stores shall be extended to that extent.



—————

08 Sep 17

Appendix D
(Refers to Para 21 of RFP)

COMMERCIAL CLAUSES

1. **Payment terms.**

(a) **Currency of Payment.**

(i) Commercial bid should be submitted in US Dollars.

(b) **Payment to Foreign Bidders.**

(i) **Advance Payment.** No advance payment will be made. Entire payment (100%) will be released through Electronic Fund Transfer only after acceptance of items supplied.

(ii) **Taxes and Duties.** All taxes, duties, levies and charges which are to be paid for the delivery of goods shall be paid by the supplier in the respective countries and same should be included while calculation of cost of items.

2. **Repeat Order Clause.** The buyer can order its future requirement of quantity under the present contract within 12 months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same.

3. **Liquidated Damages (LD).** In the event of the Seller's failure to submit the items/services as per Delivery schedule specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct LD 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 5% of the value of delayed stores / services.

08 Sep 17



Appendix E
(Refers to Para 22 of RFP)

STANDARD CLAUSES IN CONTRACT LAW

1. The present contract shall be considered and made in accordance to the laws of Republic of India.

Arbitration

2. All disputes or differences arising out of or in connection with the present Contract, including the one connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.

3. Any dispute, disagreement or question arising out of or relating to this Contract or relating to performance, which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be resolved as per the arbitration rules followed by Republic of India.

08 Sep 17

