



Tenders – RFPs, RFQs and EOIs

2nd April 2022

Nagarjun Matangi

[LinkedIn](#)

Contents

1. Purpose of Tenders in Private and Public Sector
2. Tendering Process in Public Sector
3. Types of Agreements Involved in a Project Cycle
4. Components of Complex Tenders
5. MEITY Model RFP
6. Common Disputes and Complaints
7. Attention areas for a Commercial Lawyer

Tender V Contract

Sample for discussion:

PIMPRI CHINCHWAD SMART CITY LIMITED

REQUEST FOR PROPOSAL (RFP) FOR Selection of System Integrator for Supply, Installation, Testing, Commissioning and O&M for ICT led Smart City Solutions

<http://smartcitypimprichinchwad.in/pdf/Smart%20city%20RFP.pdf> (Last accessed on 28th Feb 2022)

- iii. This RFP is not a Contract and is neither an offer nor invitation by the Purchaser to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at, by the Purchaser, in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Purchaser, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Purpose of Tenders

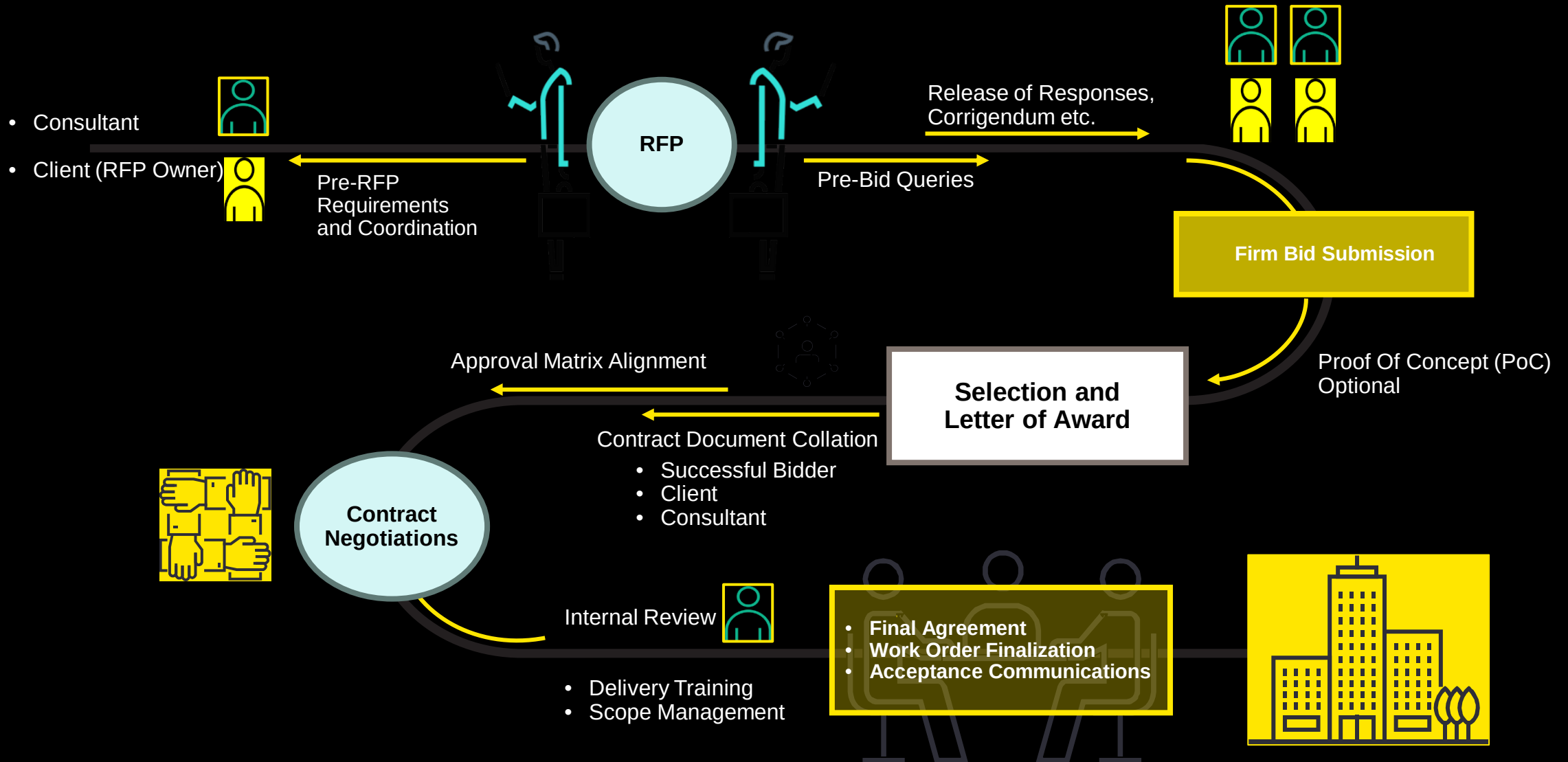
Public Sector

1. CVC Mandate
2. A.14: Equality of Opportunity

Private Sector

1. Price Discovery

Case Study – Public Sector Tendering Process in India



Types of Bids

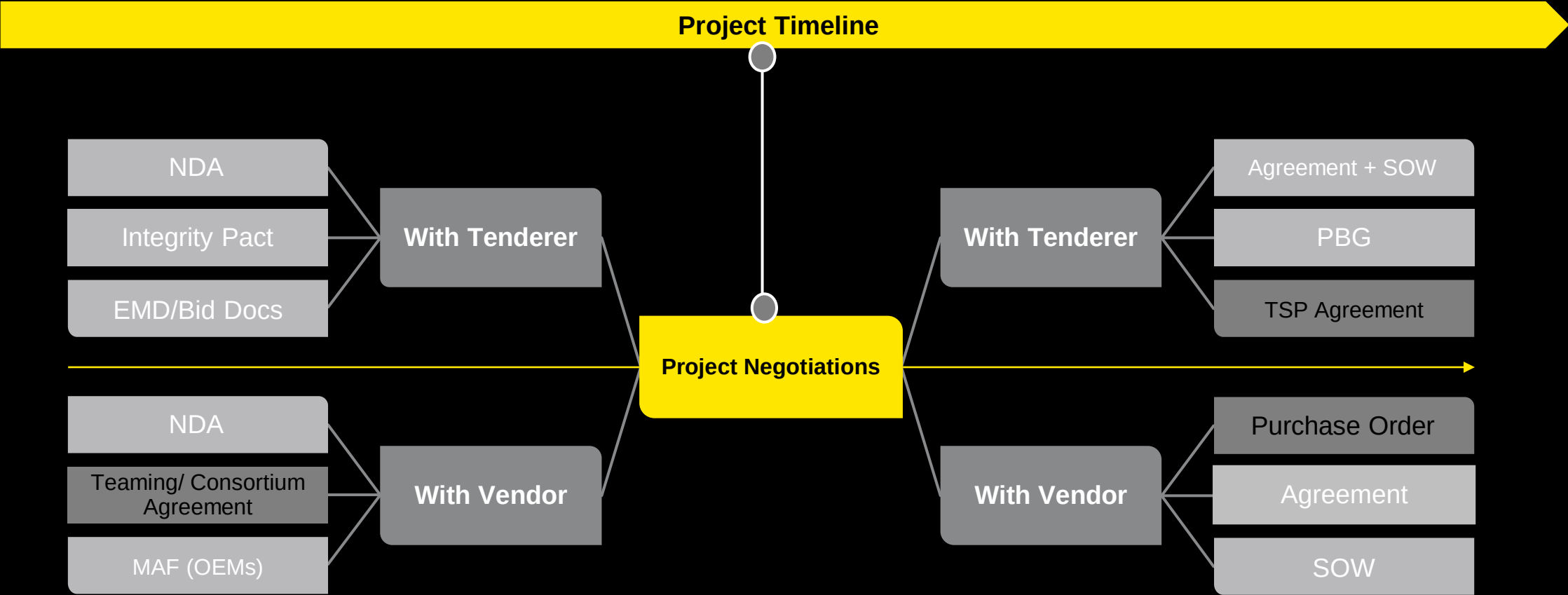
Single Bid v. Consortium Bid

Outcome is Empanelment

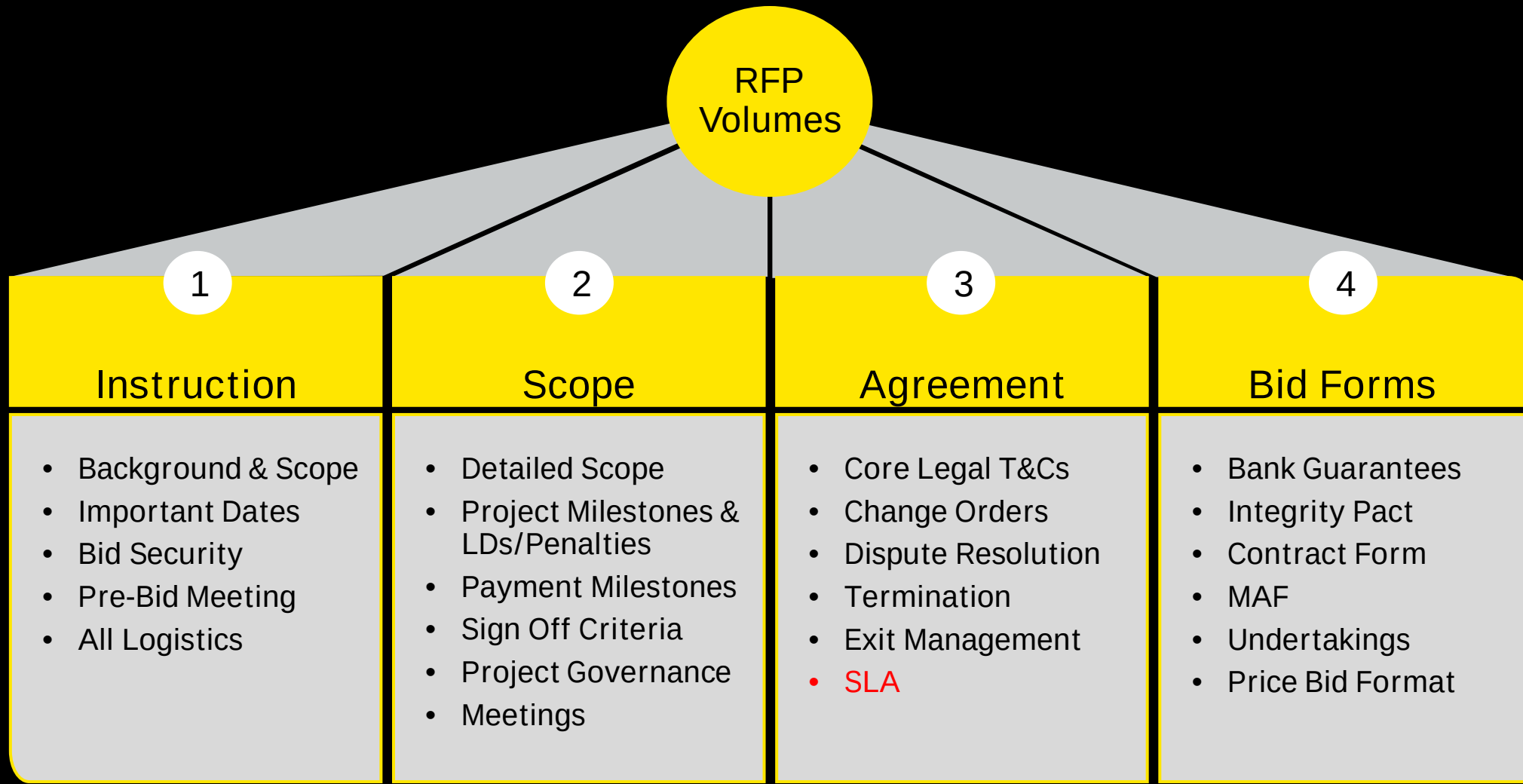
No Deviation v Deviation Bids

Contract for Performance v Rate Contracts

Web of Agreements involved in a Project



Structure and Components of Complex RFPs



MEITY Model Contract

<https://www.meity.gov.in/model-rfp-template-and-guidance-notes-e-gov-projects>

https://www.meity.gov.in/writereaddata/files/model_rfp_for_selection_of_implementation_agencies-2018.pdf

7. TERMINATION OF THE CONTRACT (EXIT CLAUSE)

7.1 Bidders must take a note that the Max limits of penalties are upper tolerance (i.e. 10% of quarterly contract value (excluding taxes)). [REDACTED] reserves right to terminate the contract in parts or full at any point of time depending on the scenario for breach of SLAs even before reaching the Max limit of penalties.

2. This RFP is not a contract and is neither an offer nor invitation by [REDACTED] to the prospective Bidders or any other person. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified.

13.2.3 Efforts shall be made to release payment within 30 (thirty) days of the receipt of invoice along with supporting documents by the Purchaser after deduction of applicable liquidated damages as per the SLA or any other deductions as mentioned in Clause 13.1.2 of Volume-III. Though at times it may not be possible to ensure payment within 30 (thirty) days due to unavoidable circumstances.

Need for a Common
and Fair Standard

Common Disputes and Complaints

Case Study 1

Private Sector – Tender for Telecom Vendor

Case Study 2

Public Sector – Karnataka Police RFP in news

Attention Areas for Commercial Lawyers

