

Tele: 0674-2596561

Coast Guard Air Enclave
Biju Patnaik Airport
Old Terminal Building
Bhubaneswar – 751 020

Quoting: 438/CGAE/OE/101/16-17

24 Apr 17

M/s _____

**INVITATION OF BIDS FOR PROCUREMENT OF 10 NOS 9KG DCP EXTINGUISHERS
(STORED PRESSURE TYPE) AND 02 SETS OF FIRE PROXIMITY SUIT**

REQUEST FOR PROPOSAL (RFP) NO. CGAE(BSR)/RFP /OE/02/17-18 DATED 24 Apr 17

1. Bids in sealed cover are invited for supply of items listed in part III of this RFP for CGAE (BSR). Please super scribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid.

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 : The Commanding Officer,
Coast Guard Air Enclave
Biju Patnaik Airport
Old Terminal Building
Bhubaneswar – 751 020

(b) Postal address for sending the :
Bids The Commanding Officer,
Coast Guard Air Enclave
Biju Patnaik Airport
Old Terminal Building
Bhubaneswar – 751 020

PART I – GENERAL INFORMATION

1. Last date and time for depositing the Bids/Quotations: 23 May 2017 1000 Hrs
2. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked as "Quotation for tender Enquiry No. CGAE (BSR)/ RFP/OE/02/17-18 dated May 2017" 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 (unless they have been specifically called for by these modes due to urgency).
3. Time and date for opening of Bids: at 1100 Hours on 23 May 2017.
(Time) (Date)
4. Location of the Tender Box : Tender Box kept in the airport Office, CGAE, Bhubaneswar, Marked 'Tender Box'. Bids dropped into the wrong tender box will be rendered invalid.

Contd2/-

5. **Place of opening of the Bids** : Bids will be opened at Coast Guard Air Enclave Bhubaneswar. The Bidders may depute their representatives, duly 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 even will not be postponed due to no presence of your representatives.
6. **Forwarding of Bids**- Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing mandatory details like TIN number, VAT / CST number.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Validity of Bids**: The Bids should remain valid for **120 days** from the date of opening of tenders or placement of repair order.
13. **Earnest Money Deposit**. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs.10,000.00 (Rupees Ten Thousand only) 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 in favour of "The Commanding Officer, CGAE (BSR), Bhubaneswar" as per Form DPM-13 (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.

PART II – ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED

1. Schedule of Requirements –

SL	Description	DENOM	QTY	REMARKS
(a)	DCP fire extinguishers 9 KG (Stored pressure type)	Nos	10	
(b)	Fire Proximity Suit (Heavy) As per specification	Sets	02	

Specification of Fire Proximity Suit

The suit features a Z-Flex aluminised outer shell. The details of the suit

- (a) Jacket: Raglan sleeves, double storm fly closure, pouch for SCBA, inner clinch for tight seal.
- (b) Pants : Easy entry design, Zetex plus knee patches
- (c) Boots: Easy on design, wear over work type
- (d) Hood: Hard cap with ratchet adjustment, full shoulder length drape. Dual layer gold coated glass lenses

2. **Delivery Period:** Delivery period for supply of items would be within **30** days from the date of placement of supply/Work order.

3. **Terms for Delivery and Transportation:** Items are to be delivered to the consignee on door delivery basis on or before the date given in the supply orders.

4. **Bid System:** Single Bid (Commercial)

5. **Consignee details:** - **The Commanding Officer,
Coast Guard Air Enclave (BSR)
Biju Patnaik Airport, Old Terminal Building
Bhubaneswar – 751 020**

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. Trader 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 contracts shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to the 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. **Liquidated Damages:** In the event of the trader's failure to supply the storage / 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 TRADER 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.

5. **Termination of Contract:** 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) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (01months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

6. **Taxes and Duties**

i) **General:**1. If Bidder desires to ask for excise duty or Sales Tax / VAT 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) **Customs Duty:** Custom duty exemption certificate will be issued on request for imported stores offered against forward delivery, the bidder shall quote prices thereof exclusive of customs duty.

iii) **Excise Duty :** Excise Duty exemption certificate will be issued on request where the excise duty is payable on advalorem basis, the bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authority.

- iv) **Sales Tax / VAT:** If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated.
- v) **Octroi Duty & Local Taxes:** **Octroi Duty and Local Taxes Exemption certificate will be issued on request.** Normally materials to be supplied to Government department contracts are exempted from levy of town duty, Terminal Tax and other levies of Local Bodies.

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. trader 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 private 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 value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry of the contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **Repeat Order Clause** – The contract will have a Repeat order clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply / successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
3. **Tolerance Clause**– To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 0.5% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
4. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT. 100% payment will be made on delivery of items after inspection of items.
5. **Advance payments:** No advance payments will be made.
6. **Paying Authority:** Controller of Defence Accounts (Navy), Kolkata
7. **Force Majeure clause**
 - (a) Neither party shall bear responsibility for the complete or partial non-performance 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.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** – 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.

Dated: 24 Apr 17


(U Bhattacharya)
Asst Commandant
Fire Fighting Officer
for Commanding Officer