

Tel: 022- 24226689  
Reply should be addressed to  
The Commander

Headquarters  
No.2 Coast Guard District  
(Maharashtra)  
Worli PO  
Mumbai- 400 030

Quoting:DHQ-2/138/17/NDT

26 Feb 18

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Open Tender (through advertisement in newspaper)**

**REQUEST FOR PROPOSAL FOR INVITATION OF BIDS FOR  
STRUCTURAL REPAIRS OF CG DHQ-2 BUILDING AT WORLI, MUMBAI**

1. Bids under **two bid system** (Technical & commercial bid) in sealed cover are invited for undertaking structural repairs of the CGDHQ-2 building as per the scope of work mentioned in Part II of this RFP. 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 Commander  
Headquarters,  
Coast Guard District-2  
Worli Sea Face  
Worli Colony, Mumbai-30
- (b) Postal Address for sending the Bids : The Commander  
Headquarters,  
Coast Guard District-2  
Worli Sea Face  
Worli Colony,  
Mumbai-30
- (c) Name/designation of the contact personnel : Cmdt(JG) ArunSaxena  
District Works Officer
- (d) Telephone numbers of the contact personnel : 022-24370877
- (e) E-mail ID of contact personnel : dhq2@indian  
coastguard.nic.in
- (f) Fax Number : 022-24370877



3. **Pre- Bid Conference.** A pre Bid conference will be conducted on 07 Mar 2018 at 1200 Hrs in the Office the District Commander, CGDHQ-2, Mumbai. The participating firms are required to depute their representative(s) to attend the conference.

4. The RFP is divided into five Parts as follows:-

(a) **Part I** - Contains General Information and Instruction for the bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II**- Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part-III**- Contains Standard Conditions of RFP, which will form part of the Contract with the successful bidder.

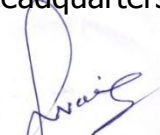
(d) **Part IV**- Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

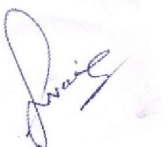
(e) **Part V**- Contains Evaluation Criteria and Format for Price Bids.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

6. **Acceptance of terms & conditions.** The tender shall clearly mention the following in their offer letter after fulfilling the details mentioned at Appendix 'A' and Appendix 'B' of this letter:"WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO....."

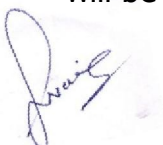
7. The Cost of tender is Rs. 100/- (Rupees One hundred only) (non-refundable) and the bidders need to submit the same along with technical bid as per Appendix 'B' in the form of Demand draft in favour of 'Coast Guard District Headquarters No 2 Public Fund' payable at Mumbai only(cash will not be accepted).

  
(Santosh B Nair)  
Commandant  
District Works Officer  
For Commander  
No.2 Coast Guard District (Mah)



**REQUEST FOR PROPOSAL (RFP)**  
**Part I – General information**

- 1. Last date and time for depositing the Bids: 14 Mar 2018 at 1000 hrs**  
The sealed Bids under two-bid system i.e. technical and Commercial, in sealed covers (separately) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. Manner of depositing the Bids:** Sealed Bids clearly marking reference no. and date on the envelop should be either dropped in the Tender Box marked as "TENDER BOX" or sent by registered post at the address given below so as to reach by the due date and time. Late receipt of tenders will not be accepted /considered. No responsibility will be taken for postal delay or non-delivery /non- receipt of Bid documents. Bids sent by FAX or e-mail will be not be considered (unless they have been specifically called for by these modes due to urgency).
- 3. Time and date for opening of Bids: 14 Mar 2018 at 1500 hrs**(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
- 4. Location of the Tender Box:** The tender box of **RED** colourmarked as "TENDER BOX",is located in the Guard Room at main gate of RHQ(W)/ DHQ-2.Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- 5. Place of opening of the Bids: Technical/ Commercial bids will be opened in the office of DWO, DHQ-2, Worli.** The Bidders may depute their representatives, duly authorized 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 event will not be postponed due to non-presence of your representative.
- 6. Two-Bid system:**In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial bids of only those firms will be opened, whose Technical bids are found compliant /suitable after Technical evaluation is done by the Buyer.
- 7. Forwarding of Bids –** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office. Copy of PAN no. and Registration no. of vendor also may be enclosed with bids.
- 8. 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.



**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. Validity of Bids:** The Bids should remain valid till **120** days from the date of submission of the Bids.

**14. Earnest Money Deposit:— Bidders are required to submit Earnest Money Deposit (EMD) for sum of Rs. 74,000.00(Rupees Seventy four thousand) 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 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 for the same item/ range of products & goods or services 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. **EMD is to be submitted in the separate envelope along with TEC documents.**



**Part II – Essential Details of Items/Services required**

**1. Schedule of Requirements – List of items / services required towards Structural repairs for CG DHQ-2 building at Worli, Mumbai as follows:-**

SL NO.	Work Description	Deno	Qty
<b><u>STAGE I-ENABLING SYSTEM</u></b>			
(a)	<b>Jack PROPS:</b> Providing and fixing MS Props at regular internal to provide support to the existing damaged structure ar at the time of extensive structural repairs	No	80.00
(b)	<b>SCAFFOLDING:</b> Providing & Fixing single or Double Bamboo scaffolding to the external façade of the building and as per the direction of Engineer In Charge	Sq. mt	1850.00
(c)	<b>BREAKING OF CONCRETE/PLASTER:-</b> Breaking of old concrete/plaster of any thickness and at all levels, including cleaning of exposed surface. complete as per the direction of Engineer In Charge	Sq. mt	650.00
(d)	<b>EXCAVATION WORK:</b> Excavating the area near columns to carry out the strengthen work of RCC columns as per the drawing given by consultants.	Cmt	20.00
(e)	<b>SHUTTERING WORKS:-</b> Providing and laying waterproof shuttering ply material or steel plates for all type of shuttering works required for jacketing, micro concrete, recasting, etc. complete as per the direction of Engineer In Charge	Sq. mt	300.00
<b><u>STAGE II-STRUCTURAL REPAIR</u></b>			
SL NO.	Work Description	Deno	Qty
(a)	<b>STRUTURAL REPAIR (P.M.M.):</b> 1) Application of FeovertBrushingwith wire brush and removing all rust scales from rebars& washing with water as required and providing and applying Feovert on existing exposed reinforcement bars. 2) Bond coat(1:1) Providing and applying Polymer Bond Coat / system to all exposed concrete surface and rebars prior to polymer treatment complete. 3) P.M.M. Providing and applying Polymer modified mortar in ratio 1:5:15 (1 part by weight of polymer: 5 parts by weight of cement: 15 parts by weight of River sand) up to all thickness complete. Etc.	Sqmt	800.00
(b)	<b>M-20 CONCRETE:</b> Providing and laying M - 20 Grade Concrete as per the direction of Engineer In Charge	Cmt	20.00
(c)	<b>PRO &amp; FIX STEEL:</b> Providing and fabricating, fixing steel as required for column and beams. complete as per the direction of Engineer In Charge	Kg	3500.00
(d)	<b>Anchoring of Rebars&amp; Shear Connector:</b> Providing and supplying Hilti injection adhesive Re - 500 or equivalent for rebar fixing for Rebar dia. from 12 mm upto 20mm. Drilling hole into concrete to the required depth by rotary hammer drill, cleaning with brush and jet of clean air, filling resin and hardener with standard dispenser in hole and then fixing the re-bar. The installation and the setting instructions should be strictly followed as per the manufacturers Recommendations.	Nos	1100.00

<b>STAGEIII- CIVIL REPAIR WORKS</b>			
SL NO.	Work Description	Deno	Qty
(a)	<b>PLASTERING WORK:</b> Providing 20mm thick External Plastering in two coats, under layer 12mm thick with C.M. 1:4 finished with a top layer 8mm thick in C.M. 1:5 including admixtured with approved Water proofing admixture @ 2% by weight of cement used or as per manufacturer's specifications, sieving of sand to required fineness, finishing, curing, etc. complete as per specifications, drawings and complete as per the direction of Engineer In Charge	Sqmt	650.00
(b)	9" thick brick work	Sqmt	100.00
<b><u>NOTES</u></b>			
(a)	<b><u>Vetting from IIT Professor.</u></b> Vetting of adopted Repair Methodologies at every stage of work and other details from any IIT Professor.		
(b)	<b><u>Guarantee/Warranty.</u></b> After structural repairs the life of existing building should increase by minimum 02 years.		

2. **Technical Details:** As per **Appendix 'A' and Annexure- I to Appendix 'A'**

3. **Two Bid System** – The quotation must be submitted by the bidder under Two Bid System i.e., Technical Bid and Commercial Bid to be submitted in separate sealed covers as per the formats at **Appendix-'A'(along with Annexure-I) and Appendix-'B'** respectively. The bidders also needs to submit clause by clause compliance of RFP conditions bringing out clearly the deviations from the clauses, if any, as per **Annexure-I** to Appendix 'A' along with Technical bid.

4. **Delivery Period** - Delivery period for supply and installation of items would be **90 days** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case job are not completed within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **INCOTERMS for Delivery and Transportation** – NA

6. **Place of delivery and Transportation:** DHQ-2, Worli office.

7. **Consignee details:** As follows

The Commander  
Coast Guard DHQ No.2(Maharashtra)  
Worli Sea face PO,  
Worli Colony,  
Mumbai-400 030

### **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. Seller 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:** Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/ provided in 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 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 and can be provided on request).
4. **Penalty for use of undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.





5. **Agents / Agency Commission** : The seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores / provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in the any way to recommended to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person., party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of 5 years. The buyer will also have right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such and event be liable to refund all payment made by the buyer in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts included earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/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 SELLER 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.

9. **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 (01 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 (03 months) 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.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

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. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties:**

(a) **In respect of Foreign Bidders: Blank**

(b) **In respect of Indigenous bidders**

(i) **General**

1. Bidder must indicate separately the relevant Taxes / Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

2. If a Bidder is exempted from payment of any duty / tax up to any value of supplies from them, he should clearly state that no such duty / tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate / quantum of any Duty / tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.



3. Any changes in levies, taxes and duties levied by Central / State / Local governments such as excise duty, VAT, Service tax, Octroi / entry tax etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed re-imburement by the Buyer to the extent of actual quantum of such duty / tax paid by the Seller. Similarly, in case of downward revision in any such duty / tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., If any obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

4. Levies, taxes and duties levied by Central / State / Local Governments such as excise duty, VAT, Service, Octroi / entry etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

ii) **Excise Duty** - **If applicable**

iii) **GST**

(a) If it is desired by the Bidder to ask for GST 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 tax and no liability of tax will devolve upon the Buyer.

(b) On the Bids quoting GST, the rate and nature of Tax applicable at the time of supply of services should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of service is legally liable to tax and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause: NA**

#### **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. Seller 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:**

(a) **Indigenous cases:** 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 contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty/guarantee i.e 02 years. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).



- (b) **Foreign cases: NA**
2. **Option Clause**: NA
3. **Repeat Order Clause**– NA
4. **Tolerance Clause-NA**
5. **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 mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:
- (a) 100% payment on delivery and acceptance by the user. OR
- (b) Amount of LD, risk Expenses/penalty etc, if any will be deducted from the billing amount.
6. **Payment terms for Foreign Sellers-NA**
7. **Advance Payments**: No advance payment(s) will be made of any kind.
8. **Paying Authority**:
- (a) **Indigenous Sellers**: (Name and address, contact details). The payment of bills will be made through PCDA(N), Mumbai on submission of the following documents by the Seller to the Paying Authority along with the bill:
- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of commercial invoice / Seller's bill.
- (iii) Copy of Supply Order / Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment of EPF / ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate.
- (x) Performance Bank guarantee / Indemnity bond where applicable.



(xi) DP extension letter with CFA's sanction, U.O. number and date of IFAs concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order / contract).

(xiii) Any other document / certificate that may be provided for in the Supply order contract.

(xiv) User Acceptance.

(xv) Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

(b) **Foreign Sellers-NA**

9. **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 Sellers 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/Organisation 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/organisation including the Buyer or any Dept. 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 or 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 Government 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/organisation 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 up to 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 - .....”.

10. **Exchange Rate Variation Clause: NA**

11. **Risk & Expense clause –**

1. 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.

2. 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.

3. 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:-

(a) Such default.

(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

4. 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.



12. **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. 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.

13. **Buy-Back offer** – NA

14. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of 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 up gradation/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 along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within (\_\_\_\_) days of affecting such up gradation/alterations.

15. **OEM Certificate:** NA

16. **Export License:** NA

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

18. **Buyer Furnished Equipment:** -NA-

19. **Transportation:** The necessary stores/tools/equipment required for undertaking the repair job, shall be delivered at the site i.e. CGDHQ-2, Worli and Seller will bear the costs and freight necessary to bring the goods to the site.





20. **Air lift: NA**

21. **Packing and Marking: NA**

22. **Quality**: The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before **(Year of Contract)**, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

23. **Quality Assurance**: Seller would provide the Standard Acceptance Test Procedure (ATP) within    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.

24. **Inspection Authority**:

(a) The vetting of adopted Repair Methodologies and other details to be vetted by IIT on completion of each stage (cost will be bear by the seller).

(b) The Inspection will be carried out by user unit on completion of each stage. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

25. **Pre-Dispatch Inspection - NA**

26. **Joint Receipt Inspection: NA**

27. **Franking clause – NA**

28. **Warranty**–

(a) The following Warranty will form part of the contract placed on the successful Bidder:

(i) 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 02 years from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the Seller's works whichever is earlier 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 24/15 months 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.

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(iv) Warranty to the affect that they will make available the blue prints of drawings of **the structural repairs of building**.

29. **Product Support: NA**

**Part V – Evaluation Criteria & Price Bid issues**

1. **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) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Appendix-'B'** to this Tender Enquiry / RFP. The price-bid shall comply with the commercial-bid and terms & conditions of the contract. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only Indian bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by central / state / local governments such as excise duty, VAT, service tax, octroi / entry tax etc. on final product, as quoted by bidders.

(ii) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidder will be considered. The ultimate cost of the Buyer would be the deciding factor for ranking of Bids.

(d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of \_\_\_\_%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(g) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(h) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format (to be used for L-1 determination)**: The Price Bid Format for commercial bids is **placed at Appendix-'B'** and Bidders are required to fill this up correctly with full details, as required under Part – II of this RFP.



(Santosh B Nair)  
Commandant  
District Works Officer  
For Commander  
No.2 Coast Guard District (Mah)

Coast Guard Dist. HQ.No. 2  
Worli Sea Face P.O.  
Worli Colony  
Mumbai – 400 030



**FORMAT FOR SUBMISSION OF TECHNICAL BID**

(To be submitted in a separate sealed envelope with all supporting documents and Annexure 'I' to Appendix -A)

**TENDER FORM FOR STRUCTURAL REPAIRS OF COAST GUARD DISTRICT HEADQUARTERS-2 BUILDING AT WORLI, MUMBAI**

**(A) Questionnaires and mandatorily conditions for technical conditions:-**

<b>SL</b>	<b>Description</b>	<b>Remarks/details to be provided by the bidders</b>
1.	Name & address of the bidder with tel./fax/e-mail details:	
2.	Name of the bankers with address/account details	
3.	Registration details to be enclosed.	
4.	Whether Experience certificate attached or not <b>(as minimum 01 years of experience of similar type of structural repairs/civil engineering is mandatory).</b>	
5.	Permanent account no.(photo copy to be enclosed)	
6.	GST registration no. (photo copy to be enclosed)	
7.	Whether Earnest Money of Rs. _____ deposited or not	
8.	Whether Tender fee of Rs. 100/- deposited or not	
9.	Whether agree or not for vetting by IIT professor from Civil Engineering (or similar subject related to proposed repairs) for adoption of repair methodology at each stage (same is mandatory as per scope of work)	
10.	Whether compliance matrix placed at annexure I has been filled up or not (same is mandatory).	



11.	After structural repairs, the life of existing buildings should be increased/guaranteed for 02 years.	
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(B) **Instruction for filling up Technical Bid.**

1. Bidders are requested to fill up the details in 3<sup>rd</sup> column mentioned at above "Technical bid format" and enclosed the necessary documents as sought.
2. Furnishing all above mentioned details is mandatory for technical qualification in the tendering.
3. Apart above, the bidders need to furnish detail at Annexure 'I' to Appendix 'A' with regards to compliance statement to the RFP



## Annexure 'I' to Appendix –A

### **FORMAT FOR SUBMISSION OF COMPLIANCE STATEMENT TO RFP CONDITION**

(To be enclosed along with technical bids)

Bidders are required to furnish clause by clause compliance of RFP conditons bringing out clearly the deviations from specification, if any. The Bidders are advised to submit below mentioned "compliance statement" in the following format along with Technical Bid –

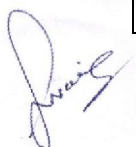
Compliance to RPF conditions whether	Yes/No	In case of non-compliance deviation from RFP to be specified in unambiguous terms
Pre- bid conference (Para 3 of covering letter)		
Validity of bids 120 days (Para 13 of part-I)		
EMD clause (Para 14 of part-I)		
Delivery period (Para 4 of part-I)		
Liquidate damage (Para 8 of part-II)		
GST (Para 14 (iii) of part-II)		
PBG clause (Para 1 of part-IV)		
Payment terms (Para 5 of part-IV)		
Fall clause and Risk & Expense clauses of part -IV		
Inspection clause of part-IV		
transportation clause of Part-IV		
Warranty clause of Part-IV		
Determination of L-1 firm on the basis of basic amount (including vetting charges by IIT professor) excluding taxes		
No Advance payment(s) will be made of any kind as per para 7 of Part-IV		





**COMMERCIAL BID**  
**STRUCTURAL REPAIRS OF COAST GUARD DISTRICT HEADQUARTERS-2**  
**BUILDING AT WORLI, MUMBAI**

SL NO.	Work Description	Deno	Qty	Rate
<b><u>I ENABLING SYSTEM</u></b>				
(a)	<b>Jack PROPS:</b> Providing and fixing MS Props at regular internal to provide support to the existing damaged structure ar at the time of extensive structural repairs	No	80.00	
(b)	<b>SCAFFOLDING:</b> Providing & Fixing single or Double Bamboo scaffolding to the external façade of the building and as per the direction of Engineer In Charge	Sqmt	1850.00	
(c)	<b>BREAKING OF CONCRETE/PLASTER:-</b> Breaking of old concrete/plaster of any thickness and at all levels, including cleaning of exposed surface. complete as per the direction of Engineer In Charge	Sqmt	650.00	
(d)	<b>EXCAVATION WORK:</b> Excavating the area near columns to carry out the strenthing work of RCC columns as per the drawing given by consultants.	Cmt	20.00	
(e)	<b>SHUTTERING WORKS:-</b> Providing and laying waterproof shuttering ply material or steel plates for all type of shuttering works required for jacketing, micro concrete, recasting, etc. complete as per the direction of Engineer In Charge	Sqmt	300.00	
<b><u>II-STRUCTURAL REPAIR</u></b>				
SL NO.	Work Description	Deno	Qty	Rate
(a)	<b>STRUTURAL REPAIR (P.M.M.):</b> 1) Application of FeovertBrushing with wire brush and removing all rust scales from rebars& washing with water as required and providing and applying Feovert on existing exposed reinforcement bars. 2) Bond coat(1:1) Providing and applying Polymer Bond Coat / system to all exposed concrete surface and rebars prior to polymer treatment complete. 3) P.M.M. Providing and applying Polymer modified mortar in ratio 1:5:15 (1 part by weight of polymer: 5 parts by weight of cement: 15 parts by weight of River sand) up to all thickness complete. Etc.	Sqmt	800.00	
(b)	<b>M-20 CONCRETE:</b> Providing and laying M - 20 Grade Concrete as per the direction of Engineer In Charge	Cmt	20.00	
(c)	<b>PRO &amp; FIX STEEL:</b> Providing and fabricating, fixing steel as required for column and beams. complete as per the direction of Engineer In Charge	Kg	3500.00	



(d)	<b>Anchoring of Rebars &amp; Shear Connector:</b> Providing and supplying Hilti injection adhesive Re - 500 or equivalent for rebar fixing for Rebar dia. from 12 mm up to 20mm. Drilling hole into concrete to the required depth by rotary hammer drill, cleaning with brush and jet of clean air, filling resin and hardener with standard dispenser in hole and then fixing the re-bar. The installation and the setting instructions should be strictly followed as per the manufacturers Recommendations.	Nos	1100.00	
<b>III- CIVIL REPAIR WORKS</b>				
(a)	<b>PLASTERING WORK:</b> Providing 20mm thick External Plastering in two coats, under layer 12mm thick with C.M. 1:4 finished with a top layer 8mm thick in C.M. 1:5 including admixture with approved Water proofing admixture @ 2% by weight of cement used or as per manufacturer's specifications, sieving of sand to required fineness, finishing, curing, etc. complete as per specifications, drawings and complete as per the direction of Engineer In Charge	Sq. mt	650.00	
(b)	9" thick brick work	Sq. mt	100.00	
<b>IV- VETTING FROM IIT</b>				
(a)	Vetting of adopted Repair Methodologies at every stage of work and other details from any IIT Professor.	LS	1.00	
	Total Basic Amount			
	<b>GST</b>			
	<b>TOTAL AMOUNT</b>			

Final Amount in words (.....  
.....)

**Notes.**

1. Determination of L-1 will be done based on **total of basic prices** (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product) of all items /requirements as mentioned above.

2. Additional information in Price Bid on taxes and Duties (not in scope of L-1 determination)-

- (a) Is Excise Duty extra?
- (b) If yes, mention the following –
  - (i) Total value of items on which Excise Duty is leviable:
  - (ii) Rate of Excise duty (item-wise if different ED is applicable)
  - (iii) Surcharge on Excise duty, if applicable?
  - (iv) Total value of excise duty payable
- (c) Is Excise Duty Exemption (EDE) required?
- (d) If yes, then mention and enclose the following:
  - (i) Excise notification number under which EDE can be given
- (e) Is VAT extra?

- (f) If yes, then mention the following-
  - (i) Total value on which VAT is leviable-
  - (ii) Rate of VAT-
  - (iii) Total value of VAT leviable-
- (g) Is Service Tax extra?
- (h) If yes, then mention the following-
  - (i) Total value of Services on which Service Tax is leviable
  - (ii) Rate of Service Tax leviable
  - (iii) Total value of Service Tax leviable
- (i) Is Custom Duty Exemption (CDE) required?
- (j) If yes, then mention the following-
  - (i) Custom notification number under which CDE can be given (enclose a copy)
  - (ii) CIF value of stores to be imported
  - (iii) Rate of Customs Duty payable
  - (iv) Total amount of Customs Duty payable
- (k) Octroi / Entry taxes
- (l) Any other Taxes
- (m) Requirement for techno commercial bid:
- (p) GST:

3. **Instruction for filling up commercial bid.**

- (a) The tenderer should satisfy himself with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.
- (b) All additions and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either or both these conditions shall render the tender void.
- (c) The tender form must be filled in English and all entries must be made by hand & written in ink. All numerical be written in words and figures. If any of the documents is missing or unsigned, the tender will be liable to be rejected.
- (d) Each page of the tender document is required to be signed by the bidder submitting the tender.
- (e) The tender submitted on behalf of a Partnership firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected.
- (f) Coast Guard / MoD does not bind himself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept or reject any, or all the tenders, either in whole or in part without assigning any reasons for doing so. Credibility and good services will also be considered for award of contract.