

Quoting: CGAE(BSR)/LP/IT/**173**/17-18

16 Jan 18

AS PER LIST

**INVITATION OF BIDS FOR PROCUREMENT OF
ANTIVIRUS SOFTWARE FOR OFFICE PCs FOR CGAE (BSR)**

REQUEST FOR PROPOSAL (RFP) NO : CGAE(BSR)/RFP/IT/70/17-18 DATED 16 JAN 18

1. Bids in **sealed** cover are invited for procurement of Antivirus Software for Office PCs 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
Palashpalli
Bhubaneswar – 751 020**
- (b) **Postal address for sending the
Bids** : **The Commanding Officer,
Coast Guard Air Enclave
Palaspalli
Bhubaneswar – 751 020**

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids/Quotations:** **30 Jan 2018 / 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/IT/70/17-18 dated 16 Jan 18**" 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 hrs on 30 Jan 18**
(Time) (Date)
4. **Location of the Tender Box** : Tender Box kept in the Pokhariput Office, CGAE, Bhubaneswar, Marked 'Tender Box'. Bids dropped into the wrong tender box will be rendered invalid.

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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, GST 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.

PART II – ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED

1. Schedule of Requirements –

SI	Description	Deno	Qty	Rate (Rs.)
2. (a)	Antivirus Software [Type - Total Security User- 10 (Ten) Validity - 1 Year]	Nos	03	
(b)	Antivirus Software [Type - Total Security User- 05 (Five) Validity - 1 Year]	Nos	01	
TOTAL (Including all Taxes)				

Delivery Period: Delivery period for supply of items would be within 10 days from the date of placement of supply 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. **Consignee details:** - **The Commanding Officer,
Coast Guard Air Enclave (BSR)
Palashpalli
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 – 9 (Available in MoD website and can be provided on request).

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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:** 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) **GST:** If it is desired by the Bidder to ask for GST 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. **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.
2. **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.
3. **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.
4. **Advance payments:** No advance payments will be made.
5. **Paying Authority:** Controller of Defence Accounts (Navy), Kolkata
6. **Force Majeure clause**
 - (a) Neither party shall bear responsibility for the complete or partial nonperformance 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.



(Anup Kumar)
Dy Commandant
Logistics Officer
for Commanding Officer

Dated: 16 Jan 18