

Tele: 0891- 2547263

Headquarters  
Coast Guard District No. 6(AP)  
Post Box No. 1128  
Malkapuram (PO)  
Visakhapatnam-530 011

DHQ-6/LP/RFP/ 16 /18-19

02 Jul 18

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF EQUIPMENT FOR  
STRESS MANAGEMENT CENTER OF CGDHQ-6 (AP)**

(THIS FORM HAS FIVE PARTS. PLEASE READ EACH PART CAREFULLY BEFORE SUBMITTING YOUR BIDS)

**PART –I**

**1. Last date and time for depositing the Bids:** 11 Jul 18 by 1100 hrs

**2. Manner of depositing the Bids:** Sealed Bids should be dropped in the Tender Box marked as LP Cell white color box. Late tenders will not be accepted and no responsibility will be taken for any postal delay or non receipt/ non- delivery of the bid documents.

**3. Time and date for opening of Bids:** 11 Jul 18 at 1200 hrs

(If due to any reason, the due date is declared as a holiday, the bids will be opened on the next working day at the same time or on any other day/ time as intimated by this Headquarters)

**4. Location of the Tender Box: Tender box is kept in the Guard room**

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:** Conference hall of DHQ-6

You may depute your 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. Single bid /Two-Bid system:** Single Bid

**7. Forwarding of Bids –** Bids should be forwarded under your original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of your office

**8. Clarification regarding contents of the RFP:** In case of any clarification regarding the contents of the bidding documents you shall notify this HQ in writing about the clarifications sought well in advance prior to the date of opening of the Bids.

**9. Modification and Withdrawal of Bids:** You may modify or withdraw your bid after submission provided that the written notice of modification or withdrawal is received by this HQ 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 this HQ 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 forfeiture of bid security (wherever applicable).

**10. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, this HQ is at discretion to ask you for clarification of your 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 by you will be entertained.

**11. Rejection of Bids:** Canvassing for the bid 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**

## Part II

### Essential Details of Items/Services required

1. **Schedule of Requirements** – List of items / services required are as follows:

Sl	Description of Equipment	Specifications (All items are steel frame)	Qty	Price
(a)	Functional Trainer	(i) Assembled space : 1920*1000*2260(mm) (ii) Gross Weight: 361 KG. (iii) Package Space: 0.86M <sup>3</sup> (iv) Function: Cross, Pull, Chin up, Squat. (v) Special triangle construction, make use of the space in economical way.	01	
(b)	Lat Pull / Seated Row	Combined exercise for back and chest.	01	

(c)	Roman Hyper	(i) Size (L)1200* (W)660* (H)880mm.	01	
(d)	Scott Bench	(i) Size (L)900* (W)700* (H)900mm (ii) Net Weight: 41 Kg.	01	
(e)	Flat Bench	(i) Size (L)1350* (W)690* (H)430mm (ii) Net Weight: 27 Kg	01	
(f)	Incline squat machine	(i) Size: (L)2400* (W)1600* (H)1520mm. (ii) Net weight: 165 Kgs	01	

**2. Technical Details: NA**

**3. Two-Bid System: NA**

**4. Delivery Period** - Delivery period for supply of items to be completed on or before 30 Aug 18 from the date of placement of supply order/Work Order.

**5. Delivery and Transportation** – Items are to be delivered by the supplier at CGDHQ-6(V) within 30 days of placement of supply order/Work Order

**6. Consignee details** – The Commander, CGDHQ-6 (A.P), Post Box No.1128, Malkapuram, Vizag-11.

**Part III**

**Standard Conditions of RFP**

(a) The Bidder is required to give confirmation of your acceptance of the Standard Conditions of the RFP mentioned below which will automatically be considered as part of the Contract (wherever applicable) concluded between the Buyer and Seller 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 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 work 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 or forbearing to do or forbearing 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 disfavour 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 contract 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 favor 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 Work, 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 any way to recommend 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 contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments 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 contract concluded 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 Supply Order 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, work the portacab in 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 Supply Order:** 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 services is delayed for causes not attributable to Force Majeure for more than (02 days) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of services is delayed due to causes of Force Majeure by more than (03 days) 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:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present Work Order in their respective countries.

**b) In respect of Indigenous bidders**

**i) General**

(a) If any concession is available in regard to rate/quantum of any Duty/tax, as mentioned by the Seller in their bids, relevant certificate will be issued by the Buyer to enable the Seller to obtain exemptions from taxation authorities.

(b) 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.

(c) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, ect 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) Goods and Services Tax (GST):**

(a) GST will be paid to the seller at the rate applicable based on description, HSN/SAC code and relevant schedule of CGST Act.

(b) In pursuance with section 171(1) of CGST Act, an undertaking is to be effected by the seller declaring that "Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit (ITC) shall be passed on the recipient by way of commensurate reduction in prices" Further, in case it is detected by the government that any ITC has accrued to the seller as a result of migrating to GST, after receiving the consideration/ reimbursement for his supplies, the seller is mandated to refund the same accordingly to the paying Authority, giving details and particulars of the transactions.

(c) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

**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 Work concluded with the successful Bidder (i.e. Seller in the Work Order) 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 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. The specimen of PBG is given in Form DPM-15 (Available in MoD website).
2. **Payment Terms for Indigenous Bidder:** It will be mandatory for the Bidder 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. No advance payments will be made. The 100% payment will be made on the basis of satisfactory certificate by the Use

### **Paying Authority**

- (a) **Indigenous Bidder** (Name and address, contract details). The payment of bills will be made on submission of the following documents by the Bidder/Worker to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill/Bidder's bill
- (ii) Ink-signed copy of Commercial invoice / Bidder bill. **NA**
- (iii) Copy of Contract/Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
- (iv) **CRVs in duplicate NA**
- (v) 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 for EPF/ ESIC contribution with nominal roll of beneficiaries, etc as applicable. **NA**
- (vi) Exemption certificate for Excise duty/ customs dut. **NA**
- (vii) Guarantee / Warranty certificate. **NA**
- (viii) **Performance Bank Guarantee** / Indemnity bond where applicable.
- (ix) 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.
- (x) Details of electronic payment viz account holders name, Bank name, Branch name and address , Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract / contract)
- (xi) Any other document / certificate that may be provided for in the work order/ contract
- (xii) Satisfactory certificate
- (xiii) Xerox copy of PBG

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

### 3. **Risk & Expense clause:** –

- (i) Should the defect rectification be not undertaken within 07 working days post communication of defect to your office, the Buyer shall after granting the Seller 05 days to rectify defect 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.

(ii) In case of a material breach that was not remedied within 15 days, the BUYER shall, having given the right of first refusal to the service provider be at liberty to purchase, manufacture, or procure from any other source as he things fit other stores of the same or similar description to make good such defect against Risk & Expense Clause.

(iii) Any excess expenditure incurred on repair of equipment or parts there of or value of an service/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. Such recoveries shall not exceed 10 % of the value of the contract

4. **Fall Clause.** The following fall clause will form part of the contract placed on successful Bidder.

(a) The price charged for the services provided under the contract by the Contractor shall in no event exceed the lowest prices at which the Bidder bids the services or offer to provide services of identical description to any persons/ Organisation including the user 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 contracts placed during the currency of the rate contract is completed.

(b) If at any time, the said period the Bidder reduces the rates of services, provided such services to any person / organisation including the user 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 rate lower than the rates chargeable under the contract the firm shall forthwith notify such reduction to the user. The existing or previous Rate Contracts as also under any previous services entered in to with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and / or private parties and bodies.

5. **Force Majeure:**

(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 otheracts 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.



**6. Warranty:**

The following Warranty will form part of the contract placed on the successful Bidder –

(a) 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 Workman ship 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 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/despatch 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 12/15 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.

(b) 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.

(c) 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.

(d) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

**7. Inspection Authority:**

The Inspection will be carried out by the Commander, CGDHQ-6. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

**Part-V**

**Evaluation Criteria & Price Bid issues**

1. **Performance Guarantee/Warranty:** The Bidder will be required to furnish 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. The specimen of PBG is given in Form DPM-15 (Available in MoD website).


2. **Price Bid format (to be used for L-1 determination):** The Price bid format in general is given below and bidders are required to fill this up correctly with full details, as required under part-II of RFP (the format indicated below is only as an illustration). This format should be filled up with items/requirements as mentioned in Part-II of RFP). The taxes applicable are to be indicated separately:-

(a) Cost of the item (s):

S.No.	Description of item	Denomination	Qty	Unit Price	GST rate	GST amount	Total
01.							
	Grand Total						

**Evaluation Criteria:** - The board 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 quantifying requirements of the RFP.
- b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The **L-1 bidder will be determined by excluding levies, taxes and duties** levied by Central/State/Local Governments such as such excise duty, VAT Service Tax, Octroi /entry tax, etc on final product, as quoted by bidders.
- c) The taxes applicable are to be indicated separately. **Bids submitted without mentioned taxes separately would be summarily rejected.** If NIL taxes are mentioned the relevant notification/ Exemption certificate should be indicated.
- d) 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 prices.
- e) Levies, taxes and duties levied by Central/ State/Local Governments such as excise duty, VAT, Service tax, Octroi /entry tax, 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 products.
- f) The lowest acceptable bid will be considered further for placement of contract/ supply order after complete clarification and price negotiation as decided by the buyer. The buyer will have the right to award contract to different bidders for being lowest in particular items. The buyer also reserves the right to do Apportionment of quantity; if it is convened the lowest bidder is not in a position to supply full quantity in stipulated time.
- g) **Seller has to submit a copy of registration certificate under GST along with the bids. In case the firm is not registered under GST, the same has to be communicated by the Seller on their letterhead.**

  
(Sunita Sharma)  
Dy Commandant  
District Logistics Officer  
for COMDIS-6 (A.P)