

RFP/TENDER ENQUIRY

E- MAIL/SPEED POST

Telefax-079-23243374
E-Mail: tech-nw@indiancoastguard.nic.in
Reply should be addressed
to the Commander

Headquarters
Coast Guard Region (NW)
Sector-11, Udyog Bhavan
Post Box No. 09
Gandhinagar – 382 010

Quoting: 3504/6/As & As

18 Jan 19

M/s -----

**INVITATION OF QUOTATION FOR REPOSITIONING OF MAIN ON/OFF HAND
CHANGE OVER SWITCHES (HCOS) FITTED OUTSIDE OF 07 DISTRIBUTION PANELS
OF 230v 3 Ph /50 Hz ONBOARD ICGS SHOOR.**

Dear Sir/ Madam,

1. Quotation in sealed cover are invited for As & As /modification for repositioning of main on/off hand change over switches (HCOS) fitted outside of 07 distribution panels of 230v, 3 ph / 50 hz onboard ICGS Shoor based at Porbandar/ Goa.

2. General Information about the tender:-

- (a) Tender Reference No. : **3504/6/As &As dated 18 Jan 19**
- (b) Last date and time for receipt of tenders: **1100 hrs on 26 Feb 19**
- (c) Time and date for opening of tenders : **1130 hrs on 26 Feb 19**
- (d) Place of opening of tenders : **CGRHQ(NW)**

**Headquarters
Coast Guard Region (NW))
Block no 11 & 12, 7th Floor
Sector-11, Udyog Bhavan
Gandhinagar – 382 017**

(e) Address for communication:

**The Commander
[for Chief Staff Officer (Tech)]
Headquarters
Coast Guard Region (NW)
Sector-11, Udyog Bhavan
Post Box No. 09
Gandhinagar – 382 010
PH-079- 23243374**

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

Contd-----2/-

PART I – GENERAL INFORMATION

1. Last date and time for depositing the Bid:

The sealed bid should be deposited / reach by **1100 hrs on 26 Feb 19**. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bid:

Sealed Bid should be either dropped in the Tender Box marked as "**RFP/3504/6/As &As Dated 18 Jan 19, Due Date : 26 Feb 2019**" sent by registered post at the address given above so as to reach by the due date and time. Late tender will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bid sent by FAX or e-mail will not be considered.

3. Location of the Tender Box:

01 in Nos. Tender Box marked as "**TENDER BOX**" is positioned at CGRHQ(NW) GUARD ROOM/ RECEPTION. Bid is to be put in the appropriate Tender Box. Bid dropped in the wrong Tender Box will be rendered invalid. Bid to be dropped in Tender Box marked "**TENDER BOX**"

4. Place of opening of the Bid:

Bid will be opened at CGRHQ (NW), Gandhinagar. The Bidder may depute his representatives, duly authorized in writing, to attend the opening of Bid on the due date and time. Rates and important commercial clauses quoted by Bidder will be read out in the presence of the representative of the Bidder. This event will not be postponed due to non-presence of your representative.

5. Forwarding of Bid :

Bid should be forwarded by Bidder under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST/GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

6. Earnest Money Deposit : NA

PART-II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. Schedule of requirements:- List of items / service required is as follows:-

(a) As & As /modification for repositioning of main on/off hand change over switches (HCOS) fitted outside of 07 distribution panels of 230v 3 ph /50 Hz onboard ICGS Shoor based at Porbandar/ Goa as follows:-

(b) The scope of job involves incorporation of following per ship:-

(i) Removal of existing HCOS.

(ii) Modification of existing DP door for compliance to IP-44 rating.

(iii) Fitment of new HCOS 100 Amps suitable for fitment within the existing panels.

2. Technical details:-

(a) **Specifications/drawings, as applicable** : As per drawing enclosed

3. **Completion Period:** The said package/ job is to be completed within **three months (90 days)** from the date of issue of work order. Please note that work order can be cancelled unilaterally by the CUSTOMER in case terms are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the CUSTOMER, with the applicability of LD clause.

4. **Consignee details** : **The Commanding Officers
ICGS Shoor
Porbandar/ Goa**

Contd-----4/-

PART-III – STANDARD CONDITIONS OF RFP

The bidder is to give confirmation of their acceptance of the standard conditions of RFP, mentioned below which will automatically be considered as part of the contract concluded with the successful bidder. Failure to do so may result in rejection of the bid submitted by the bidder.

1. **Performance Guarantee:** For a work costing more than 02 lakhs, the Bidder will be required to furnish a performance Guarantee by way of bank Guarantee through a public sector bank or private sector bank authorised to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 10% of 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 and can be provided on request.
2. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other 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 RCS is at Form DPM-II (Available in MOD website and can be given on request). On successful completion of work at all stations/boats; bills along with relevant documents be submitted for verification and processing to CGRHQ(NW), Gandhinagar
3. **Payment Authority** The Principal Controller of Defence Accounts(Navy), Mumbai. The payments of bill will be made on submission of the following documents by the seller to the payment authority along with the bill in triplicate:-
 - (i) Ink-signed copy of Commercial Invoice
 - (ii) Copy of Work Order
 - (iii) Work Done Certificate from ship.
 - (iv) Guarantee Certificate
4. **Period of Completion & Liquidated damages:** The entire work package needs to be completed within three months. Liquidated damages to the sum of 0.5% of the contract price of the delayed services post EDC, for every week of delay or part of week, subject to the maximum value of the liquidated damages being not higher than 10% of the contract price for remaining job of contract.
5. **Guarantee/ Warranty for Work man ship :** Standard Engineering Practices and quality workmanship are to be adhered to, repairs/ jobs shall be guaranteed for period of six(06) months against workmanship. Defects occurred due to poor workmanship should be attended by you free of cost at the earliest opportunity. In case of failure, the Department shall get rectification done at your cost at the earliest opportunity. In case of failure, the department shall get rectification done at your Risk and cost and the cost of such repairs/ job shall be recovered from other bills with PCDA(Navy) for payments. All works shall be subjected to stage and final inspection by user
6. **Law:** The contract shall be considered and made in accordance with the laws of Republic of India. The contract shall be governed by and interpreted in accordance with the laws of Republic of India.
7. **Effective Date of the contract:** The contract shall come into effect on the date of signature of both the parties on the contract and shall remain valid until completion of obligations of the parties under the contract. The deliveries, supplies and performance of the services shall commence from the effective date of contract.

8. **Arbitration:** 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 performances, which cannot be settled amicably, may be resolved through arbitration.

9. **Liquidated Damages:** In the event of the your failure to submit the bonds, guarantees and documents, supply the stores/goods and conduct trials, installation of equipment etc. as specified in this contract, this office will have the discretion to withhold any payment until the completion of the contract. This office may, also deduct from the your firm 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 liquidated damages being not higher than 10% of the value of delayed stores.

10. **Termination of Contract :** This office has 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 or causes not attributable to Force majeure for more than one month after the scheduled date of delivery.
- b) Your firm 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 the contract.
- d) As per the decision of the Arbitration Tribunal.

11. **Taxes and Duties:**

- (a) Excise Duty, Sales Tax, VAT, GST etc., if desired by bidder, must be specifically stated. In absence of any such stipulation, it will be presumed that the prices are inclusive of all such charges, and no claim for the same will be entertained.
- (b) If re-imbursment of any duty/tax is intended as extra over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained.
- (c) Any change in duty / tax upward/down ward as a result of any statutory variation in excise taking place within the contract terms shall be allowed to the extent of actual quantum of such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the buyer by the seller.

12. **Custom Duty:** For imported stores offered against forward delivery, the bidder shall quote prices thereof exclusive of custom duty. The bidder shall specify separately the CIF prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with the Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. Triplicate copy of the bill of entry, copy of bill of lading, and a copy of foreign principal's invoice. Alternatively custom duty exemption certificate would be provided, if required.

13. **Excise Duty:** 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 Excise authorities.

14. **Octroi duty & Local Taxes:** Normally, materials to be supplied to Govt departments against government contracts are exempted from levy of town duty, octroi duty, terminal tax and other levies of local bodies. Octroi exemption certificate will be issued by this office depending upon the case.

PART-IV - SPECIAL CONDITIONS OF RFP

The bidder is required to give confirmation of their acceptance of special conditions of RFP mentioned below which will automatically be considered as part of the contract concluded with successful bidder. Failure to do so may result in rejection of bid submitted by the bidder.

1. Performance Guarantee : NA

2. Option Clause: : NA

3. Repeated Order Clause : NA

4. Tolerance Clause: : NA

5. Payment Terms: It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that the payment could be made through ECS/EFT mechanism instead of payment through cheques whenever feasible. payment will be on delivery and acceptance by the user on production of requisite documents.

6. Advance Payments: No advance payment(s) will be made.

7. Paying Authority: The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill through this Headquarters:

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. Work Done/completion Certificate in duplicate from all IBs/stations.

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 for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- vii. Exemption certificate for Excise duty / Customs duty, if applicable.
- viii. Guarantee / Warranty certificate.
- ix. Performance Bank guarantee / Indemnity bond where applicable.
- x. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- xi. 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).
- xii. Any other document / certificate that may be provided for in the Supply Order / Contract.
- xiii. User Acceptance.
- xiv. 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)

8. Specification: The Seller guarantees to meet the specifications as per Part-II of RFP to meet the specific requirement of the Buyer.

9. OEM Certificate: - If the firm is not the OEM, the agreement certificate with the OEM for sourcing the spares be furnished.

10. Transportation:- Door delivery basis

11. Packing and Marking:- The Packing and Marking clause will form part of the contract placed on successful Bidder.


12. 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.

13. Inspection Authority/Contract Operating Authority: The Inspection will be carried out by the Commanding officer Interceptor boats/ stations. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

14. Warranty: 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 12 months 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 12 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. This includes spares supplied by OEM/PAC firm.

ii. Six months warranty for workmanship.


(GKNishna Kumar)
Commandant(JG)
Regional Technical Officer (TS)
for Commander
Coast Guard Region (NW)