

E-Mail: g-pur@indiancoastguard.nic.in
Reply should be addressed to
the Commanding Officer

ICGS Gopalpur
At/PO – Kaliabali/Banabullapalli
Via - Matikhalo
Dist – Ganjam, Odisha – 761 045

Quoting: GPR/MS/06/18-19

M/s _____

INVITATION OF BIDS FOR ANNUAL RATE CONTRACT (ARC)
FOR STITCHING OF UNIFORMS
DRAFT REQUEST FOR PROPOSAL (RFP) NO. GPR/MS/06/18-19 DATED 22 JAN 2019

1. Bids in **sealed** cover are invited for supply of items listed in Part II of this RFP. Please super scribe the above mentioned title, RFP number and dated of opening of the bids on the sealed cover to avoid the bid being declared invalid.
2. Bids to be addressed to The Commanding Officer, ICGS Gopalpur

Postal Address for sending Bids - The Commanding Officer
ICGS Gopalpur
At/PO – Kaliabali/Banabullapalli
Via - Matikhalo
Dist – Ganjam, Odisha – 761 045

Part-I - General Information

1. **Last Date and Time of Depositing the Bids.** 1100 hrs on 05 Feb 19
2. **Manner of Depositing the Bids.** Sealed bids should be either dropped in the tender box marked as "Local Purchase" or send by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of bids documents. Bids sent by FAX or e-mail will not be considered.
3. **Time and Date for Opening of Bids.** 1500 hrs on 05 Feb 19
4. **Location of Tender Box.** Tender box is kept in the Guard Room, ICGS Gopalpur, marked '**Tender Box (LP)**'. Bids dropped in the wrong tender box will be rendered invalid.
5. **Place of Opening of the Bids.** Bids will be opened at **ICGS Gopalpur, Kaliabali**. The bidders may depute their representative, duly authorised 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 representatives.
6. **Forwarding of Bids.** Bids should be forwarded by bidders under their original memo/letter pad inter alia furnishing details like TIN No, VAT/CST No., bank address with EFT account if applicable, etc and complete postal and e-mail address of their office.

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7. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to this Station in writing about the clarification sought well in advance prior to the date of opening of the bids. The Commanding Officer, ICGS Gopalpur has the right to reject any tender without giving any reason.
8. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bids after submission provided that the written notice of modification or withdrawal is received by this Headquarters prior to deadline prescribed for submission of the 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 Headquarters not later than the deadline for submission of bids. No bids 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 bids validity specified. Withdrawal of bids during this period will result in bidder's forfeiture of bid security.
09. **Clarification Regarding Content of the Bids.** During evaluation and comparison of the bid, this Headquarters may, at its discretion, ask for clarification of his bids. The request for clarification will be given in written and no change in prices or substance of the bids will be sought, offered or permitted. No post-bid clarification on the initiative of the bidders will be entertained.
10. **Rejection of Bids.** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary with forfeiture of EMD. Conditional and RFP non compliant 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 item as mentioned in this RFP.
12. **Validity of Bids.** The bids should remain valid for **365** days from the last date of submission of the bids.

Part -II – Essential Details of Items/Services Required

1. **Schedule of Requirements.** List of items/service required are as follows.

Sl.	Uniform Code	Description	Deno.	Qty Required	Remarks
(a)	No. 1	Jacket Black Poly Wool	Set	20	
(b)		Trouser Black Poly Wool			
		Shirt White Full Sleeve			
(c)	No. 2	Tunic White Gabardine	Pair	26	
(d)		Trouser White Gabardine			
(e)	No. 8	Shirt White Gabardine	Pair	31	
(f)		Short White Gabardine			
(g)	No. 10	Shirt Cellular Cotton L/B Full Sleeve	Pair	33	
(h)		Trouser Navy Blue Drill			
(j)	No. 10A	Shirt PV L/B Half Sleeve	Pair	36	
(k)		Trouser PV Navy Blue Gabardine			
(l)	MTD	Shirt PV Khaki	Pair	04	
(m)		Trouser PV Khaki			

2. **Delivery Period.** Delivery period for supply of items would be within 30 days from the date of placement of supply order.
3. **INCOTERMS 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
ICGS Gopalpur
NH-5 Bypass Road, Opp. Daya Filling Station
Chatrapur, Dist-Ganjam
Odisha – 761 020

PART- III – Standard Conditions of RFP

The bidder is required to give confirmation of their acceptance of the Standard condition 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.** The contract shall come into effect on the date of signature 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 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 provide on request).
4. **Liquidated Damages.** In the event of the Sellers's failure to submit the Bonds, Guarantee 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 the delayed stores.
5. **Termination of Contract.** The buyer shall have the right to terminate this contract in part or in full in any of the following cases:-
 - (i) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the schedule date of delivery.
 - (ii) The seller is declared bankrupt or becomes insolvent.
 - (iii) The delivery of material is delayed due to causes of Force majeure by more than 02 Months) provided Force Majeure clause is included in contract.

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(iv) The buyer has noticed that the seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual /company etc.

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

(iv) **Sales Tax/VAT.** If it is desire by the bidder to ask for Sale Tax/VAT to be paid as extra, the same must be specifically stated.

(v) **Octroi Duty & Local Taxes.** Octroi Duty & 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, Octroi Duty, Terminal Tax and other levies of local bodies.

7. **Bid Security/Earnest Money Deposit.** The bidders are to furnish EMD for a sum of Rs. 3000.00, with a validity of 45 days beyond the final bid validity period, in the form of an Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. The format in Form DPM -13 may be adopted.

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.** 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 Govt. 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 and can be provided on request).

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2. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 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 and conditions remaining the same. The bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
3. **Tolerance clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserve the right to 5% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
4. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and relevant e-payment details so that payment could be made through ECS/EFT. 100% payment will be made on delivery of items after inspection of items.
5. **Advance Payment.** No advance payment(s) will be made.
6. **Paying Authority.** The AAO (Navy), Kolkata
7. **Force Majeure clause.**
 - (a) Neither Party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract.), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of state authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
 - (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
8. **OEM Certificate.** In case the Bidder is not the original equipment manufacturer (OEM), the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorised vendors subject to quality certification.
9. **Inspection Authority.** The inspection will be carried out by **The Commanding Officer, ICGS Gopalpur.** The mode of Inspection will be User Inspection.
9. **Warranty.** Items are to be guarantee for minimum 12 months from the date of delivery or addition as per manufacturer norms.
10. **Loading of Cost for Items "Not Quoted".** The bidder is to quote for all the sections/sub-sections mentioned in the schedule of requirement (SOR). Any omissions/deviations to the SOR are to be recorded in the Record of Deviations and submitted along with the 'T' Bid. 'In case a bidder fails to quote for a certain item/Defect List Serial, their bid will be loaded by the amount quoted by the highest bidder for that particular Items/Defect list serial and this lading will be considered for determining the L1. CUSTOMER reserves the right to determine the qualification of a firm on this account.

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 Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

i. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

ii. In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –

iii. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

iv. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

v. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty /VAT 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 duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty/Excise Duty/VAT duty upto any value of supplies from them, they should clearly state that no excise duty 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 Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

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(f) 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.

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

Basic cost of the item/items. Item Deno. Qty Unit price Total Amount

Sl. No	Item	Deno	Qty	Rate/Pair (in INR)	Total Amount (in INR)


(M Hansdah)
Pradhan Adhikari
Asst Logistics Officer
for Commanding Officer