

Telephone: 04368-226500

E-mail: cgs-kkl@indiancoastguard.nic.in

Reply should be addressed to
The Commanding Officer

Quoting: 3500/GEN HIRE/57/19-20

भारतीय तटरक्षक अवस्थान कराईकल

ICGS Karaikal

No. 64, Bharathi Nagar

PB No. 155, Karaikal PO

Karaikal – 609 602

24 Jun 19

REQUEST FOR PROPOSAL (RFP)
(RFP NO. 3500/GEN HIRE /57/19-20 DATED 24 JUN 19)
INVITATION OF QUOTATIONS FOR HIRING OF 01 NO
SHORE GENERATORS FOR ICG SHIPS AT KARAIKAL

Dear Sir/Madam,

1. **"Online bids" (Under two bid system)** are invited from firms by the **Indian Coast Guard Station, Karaikal** for hiring of 01 no. sound and weather proof portable shore generators 415 V 3 Ph 50 Hz as per following requirements: -

(a) 415V, 3 Ph 50 Hz, **250KVA Qty-01 No at Karaikal Port, CG Jetty**

The work package is listed in Part-II of this RFP. Manual bids shall not be accepted. Tender document can be viewed and downloaded from CPPP site <http://eprocure.gov.in/eprocure/app> as per the schedule given in **CRITICAL DATE SHEET** mentioned below:-

CRITICAL DATE SHEET

SI	DESCRIPTION	DATE & TIME
(a)	Published Date	24 Jun 19 (1300 hrs)
(b)	Bid Document Download/ Sale Start Date	24 Jun 19 (1330 hrs)
(c)	Clarification Start Date	24 Jun 19 (1400 hrs)
(d)	Clarification end date	08 Jul 19 (1500 hrs)
(e)	Bid submission start date	24 Jun 19 (1430 hrs)
(f)	Pre- Bid meeting	28 Jun 19(1100 hrs)
(g)	Bid Document Download/ Sale End date	08 Jul 19 (1500 hrs)
(h)	Bid Submission End date	08 Jul 19 (1500 hrs)
(j)	Bid Opening Date	09 Jul 19 (1530 hrs)

2. The address and contact numbers for sending online bids or seeking clarifications regarding this RFP are given below: -

ICGS Karaikal
No. 64, Bharati Nagar
PB No. 1554
Karaikal - 609602

E mail : cgs-kkl@indiancoastguard.nic.in
Phone 04368 - 226500

3. This RFP is divided into five parts as follows: -
- (a) **Part-I**- Contains General Information and Instructions 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 formats for Technical bid and commercial Bid.
4. 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.
5. You are requested to comply with all terms and conditions mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/ deviation of terms/ conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard.
6. Bid documents may be scanned with 100 dpi with black and white option, in pdf format which helps in reducing size of the scanned document.
7. Tender/Contractor are advised to follow the instructions provided in the "Instructions to the Contractors/ Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at **<https://eprocure.gov.in/eprocure/app>**.
8. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.



(C Sunil)
Deputy Commandant
Station Technical Officer
for Commanding Officer

- Encl:**
- (a) Annexure 'A' – BOQ (Bill of Quantity)
 - (b) Annexure 'B' – Technical bid format
 - (c) Annexure 'C' – Specification details
 - (d) Annexure 'D' – Instructions for online bid submission

Part I – General Information

1. **Last date and time for depositing the online bids:** As per critical date sheet
The online two bid (Commercial and Technical) should be uploaded as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Online Bids should be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or uploading of bids of Bid documents. Bids sent by Fax or e-mail will not be considered.
3. **Time and date for opening of Bids:** As per critical date sheet
(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 any other day/ time, as intimated by the Buyer)
4. **Address for submission of EMD:** The Commanding Officer, ICGS Karaikal, No-64 Bharati Nagar, Karaikal 609602
5. **Place of opening of the Bids:** Online.
6. **Two-Bid system:**
 - (a) The case is being processed on two bid system and only the Technical bid would be opened on the time and date mentioned as per critical date sheet. The technical bid should contain the following documents:
 - (i) Technical bid format at Annexure “B’
 - (ii) Duly signed specification details at Annexure “C’
 - (b) Date for opening of Commercial bids will be intimated to those firms whose technical bids are found compliant/ suitable after technical evaluation. Technical bids without compliance statement as per Annexure ‘B’, & ‘C’ are liable to be rejected. The L-1 firm as per BoQ will be decided for each capacity generator separately.
 - (c) **EMD should be submitted by post/ in person at least 01 day prior submission of technical bid.**
7. **Forwarding of Bids:** Bids should be prepared, signed scanned and uploaded by the Bidders on their original memo/ letter pad in the form of pdf.
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 by the clarifications as per critical date sheet as mentioned above.

9. **Modification and Withdrawal of Bids**: A bidder may modify (resubmit) his bid online after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(a) If bidder desires to withdraw before bid submission closing date/ time, he may do so **online** in the portal.

(b) No bid to be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

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** Quotation shall remain valid up to **120 days** from the date of opening of tenders from the last date of submission of the Bids.

13. **Earnest Money Deposit**: -Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 34,000.00** (Rupees **Thirty Four Thousand** only) along with technical 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-16 (Available in MoD website and can 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 the expiry of the final bid validity and latest on or before 30th day after the award of 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 with the Central Purchase Organization (e.g DGS&D), National Small Industries Corporation (NSIC) or any Department of 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 made in favour of "**Public Fund Account, ICGS Karaikal** " **A/C No. 6641002100001483**, Panjab National Bank, Karaikal , Puducherry-609602. **The DD to be submitted manually to this office.**

14. **Pre-Bid Conference**: The pre-bid conference will be conducted at **1100 Hrs** on **28 Jun 19** (Date) in the office of Logistics Officer at Coast Guard Station Karaikal. The participating firms are required to depute their representative (s) to attend the meeting.

Part – II Essential Details of Items/Services Required

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

Sl.	Description
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a	Hiring of 01 no 250 KVA shore generator for shore supply to ICG ships based at Karaikal.
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2. **Technical Details:** As per Specification of hiring of generator placed at Annexure 'C'

(a) **Specifications / drawings, as applicable.** Not Applicable

(b) **Technical details with technical parameters.** Providing 01 No. 250 KVA, 415V 3 Ph 50 HZ Weather and Sound proof Portable Generator for power supply to ICG Ships berthed at Karaikal for Two year duration.

(c) **Emission Standards.** The Generators should meet emission standards promulgated by the Ministry of Environment & Forest, Govt. of India. The exhaust trunking should routed away from the ship in such a way that the smoke/ soot does not enter the ship.

(d) All clarifications required on the specifications are to be addresses to The Commanding Officer, ICGS Karaikal for Station Technical Officer by any of the following methods: -

- (i) Telephone Number: 04368 - 226500
- (ii) E-mail: cgs-kkl@indiancoastguard.nic.in
- (iii) Fax No.: 04368 - 226500

3. **Online submission of Two-Bid System:** The case is being processed on Two-bid system and Bids would be opened online at the time and date mentioned in Critical Date Sheet. The following documents form part of online bid: -

(a) The bidder should submit/ upload all signed and scanned all required documents as per **Annexures 'B' and 'C'** of the RFP.

Note: - Signed and scanned copy of Bids should be uploaded by Bidder under their original memo/ letter pad.

- (i) Failure to submit any of above documents will render the bid invalid.
- (ii) Buyer reserve the right to cancel any bid without assigning any reason.

4. **Delivery Period:** Electric power supply has to be provided by the Contractor within **2 weeks** after signing of this contract. Please note that Contract can be cancelled unilaterally by the Customer in case generator is not provided within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Customer, with applicability of LD clause.

5. **Incoterms for Delivery and Transportation:** The definition of delivery period for this RFP will be delivery at site of consignees.

6. **Consignee.** ICG Ships berthed at Karaikal Harbour.
7. **Inspection Authority** - STO, ICGS Karaikal or any person authorized by ICGS Karaikal

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.** The contract shall into effect on the effect on the date of signatures of both the parties on the contract (Effective Date) or actual date of provisioning of gen set whichever is later 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 within **02 weeks** from the signing of contract. The services will be for a period of **02years** from the date of commencement of contract/commencement of provisioning of shore supply.
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 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 offers 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 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 supply 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 contracts 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 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 commencement of provisioning of stabilised power supply within **04 weeks** after signing of contract. The Buyer may deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed 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 services

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/completion of service is delayed for causes not attributable to Force Majeure for more than (03 months) after the scheduled date of delivery/completion.

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

(c) The delivery of material/completion of service 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.

(f) The contract can be terminated on mutual agreement basis prior notice of 03 months given by the buyer.

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) **General**

(i) If Bidder desires to ask for excise duty or GST 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). If reimbursement 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 entrained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) 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 him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax 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 such duty/tax 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 such duty/tax. Which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any 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.

(b) **Customs Duty – NA**

(c) **Excise Duty – NA**

(d) **GST.** 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 GST and no liability of tax will be developed upon the Buyer.

(e) **Octroi Duty & Local Taxes**

(i) Normally, materials to be supplied to Government Department against Government Contract are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulation at times, however, provide for such Exemption only on production of such exemption certificate from any authorised Officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

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

Part – IV Special Conditions of RFP

(only relevant portion of the standard conditions have been reproduced below. For the complete conditions you may logon to Ministry of Defence website)

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 bid Guarantee in favor of "**Public Fund Account, ICGS Karaikal** " **A/C No. 6641002100001483, Panjab National Bank, Karaikal , Puducherry-609602** 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 and can be provided on request).

- (b) **Foreign cases**:NA
2. **Option Clause**:NA
3. **Repeat Order Clause**: This contract has 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 successful completion of this contract, cost, terms & conditions remaining the same. It will be entirely the discretion of Buyer to place the Repeat order or not.
4. **Tolerance Clause**:NA
5. **Payment Terms for Indigenous Sellers**: It will be mandatory for you to indicate your bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT. A copy of form DPM –11 for receiving payment through ECS is available on MoD official website or can be requested from this HQ.

Payment will be made on satisfactory delivery of services through DCDA(Navy), Chennai as per Defence Procurement procedure.

6. **Payment terms for Foreign Sellers**:NA
7. **Advance Payments**: No advance payment (s)will be made.
8. **Paying Authority**: -The payment of bills will be processed by RHQ(East) on quarterlybasis on submission of the following documents by the Seller along with the bill:-
- Ink-signed copy of Commercial Invoice (in triplicate)
 - **Acceptance Certificate (with first bill only)**
 - Work Completion Certificate (with every bill) signed by ship's staff towards provision of shore supply to ICG ships
 - Copy of Work Order/Contract

(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 services provided under the contract by the Seller shall in no event exceed the lowest prices at which the Seller provide services of identical description to any persons/Organization 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 workorders 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 services to any person/organization 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 seller forthwith notify such reduction and the price payable under the contract for the services of such reduction shall stand correspondingly reduced.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for services made against the Order – “We certify that there has been no reduction in sale price of the services of description identical to the services provided to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization 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 Supply Order.

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

11. **Risk & Expense clause**

(a) Should the services or any installment thereof not delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the services or any installment thereof, the buyer shall after granting the seller 30 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.

(b) Should the services or any installment thereof not perform in accordance with the specifications/parameters provided by the SELLER, 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.

(c) In case of a material breach that was not remedied within 30 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 services of the same or similar description to make good: -

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any services 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.

12. **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.

(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 or 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:** All items/spares used by the firm to undertake the jobs required to meet the marine quality standards. The detailed specification of equipment placed at **Annexure 'B'**.

15. **OEM Certificate:** Not Applicable

16. **Export License:** Not Applicable

17. **Earliest Acceptable Year of Manufacture:** The Generator should be of less than two years old.

18. **Buyer Furnished Equipment:** NA

19. **Transportation:** Not Applicable

20. **Air lift**: Not Applicable
21. **Packing and Marking**: Not Applicable
22. **Quality**: As per RFP Part-II para1
23. **Quality Assurance**: To be adhered at all times as per RFP
24. **Inspection Authority**: RTO(TS) or any person authorized by RHQ(East)
25. **Pre-Dispatch Inspection**: Not Applicable
26. **Joint Receipt Inspection**: Not Applicable
27. **Franking clause**: -Not Applicable
28. **Claims**: Not Applicable
29. **Warranty**: Not Applicable
30. **Product Support**: Bidder has to ensure product support for generator from the OEM for timely routines and maintenance.
31. **Annual Maintenance Contract (AMC) Clause**: Not Applicable
32. **Engineering Support Package (ESP) clause**: Not Applicable
33. **Price Variation (PV) Clause**: Amount Quoted by the firms will be valid for the duration of contract. No variation of price will be entertained after signing of contract. However, taxes as applicable /changed by the Govt. of India be paid extra on annual basis on the production of proof of tax paid to the Govt.
34. **Penalty Clause**. During non-availability of rated power supply, because of whatever the reason may be, the following penalty will be levied as per the details mentioned below: -
- | | | |
|-----|---|--|
| (a) | Interruption upto 04 hours subject to total interruption not exceeding 50 hours/month | - Nil deduction |
| (b) | Interruption beyond 04 hours to hrs (i.e. 01 day) and subsequent of non-provision of shore supply | -01 day deduction for each day 24 |
| (c) | More than 20 days | - 02 days for each day for non-provision of shore supply |

Part V – Evaluation Criteria & Price Bid Issues

(only relevant portion of the standard conditions have been reproduced below. For the complete conditions you may logon to Ministry of Defence website)

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. The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 10 %. 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.
 - c. 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.
 - d. Any other criteria as applicable to suit for particular case.
2. **Price Bid Format:** Enclosed at annexure 'A' (BoQ).

Note : (i) **The L-1 will be established on the basis of item wise lowest cost.** All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders on final cost **will not be used in evaluation criteria for L-1 determination.**

(ii) If the rate per item is observed very low/high, the **bench mark** rate established by the board will be loaded and accordingly cumulative total will be calculated. Accordingly, L-1 will be established.

(iii) The quantity indicated is likely procurement and no minimum quantity is guaranteed. However, the quantity will be procured as per requirement.

3. **Taxes and Duties if any is required to be indicated separately for each.**
4. The bidders are required to **UPLOAD** Schedule of price bid in the form of BOQ (.xls format) attached in online-tender enquiry.

COMMERCIAL BID FORMAT

HIRING OF 01 NO. SHORE GENERATOR FOR ICGS KARAİKAL

1. Bidder is to submit the quote in the following format and the same is mentioned below:-

<u>S.No.</u>	<u>Description Of Work</u>	<u>Qty</u>	<u>Cost in Rs</u>	
			Per Month	For Two Year
(a)	Hiring of 01 in Number, 250 KVA (415V, 3 Phase, 50 Hz) for Provision of stabilized power supply to ICG Ships berthed at Karaikal Port.	01 No.		
			Net Amount	
			GST @ 18%	
			Grand Total	

2. Details of other taxes if any is required to be submitted.

(Signature of Witness)

(Signature of Tenderer/Authorized Rep)

(Name)
(Address.....)
(Address.....)
Station -----

(Name)
Office Seal
Dated Jun 19

**TECHNICAL BID –HIRING OF 01 NO. SHORE GENERATOR
FOR ICGS KARAİKAL**

(Technical Bids not submitted in accordance with format given below would be rejected)

Sl.	Eligibility	Yes/No	Details
01	Name of the firm		
02	Name of the proprietor of the firm		
03	Whether owned by Partner/ ownership/ private ltd		
04	Firm Registration No.(with Navy/ ICG/ Others)		
05	PAN Registration Number of firm/ Proprietor etc		
06	Address of Registration/ local office of the firm with telephone no.		
07	Undertaking on letter head that the company is neither blacklisted nor any case is pending against any of the agencies. Please do mention that the company has not been disqualified in any tender in the past by any Government of Private Companies due to the reason of fraud or fraudulent practices. Also the company should not be debarred in participating by any Government agency due to the age of director/Proprietor or due to his profession elsewhere.		
08	The company should have an office/authorized representative at nearby Karaikal.		
09	Acceptance of scope of work/ scheduled of requirement as per Annexure 'C'		
10	Details EMD		
	(a) Whether enclosed or not		
	(b) Amount of EMD/Bank Particular		
	(c) Form of EMD : DD/BG/FDR		
11	Acceptance of RFP terms & condition		
12	Documents indicates Financial Capacity of firm to complete last contract attached with Technical Bid (at least 02 years IT return with minimum turnover of Rs. 15,00,000/- per annum)		
13	Details of similar contract carried out in last five years		
14	The companies not fulfilling any of the above criteria will not be considered.		

(Signature of Witness)

(Signature of Tenderer/Authorized Rep)

(Name)

(Name)

(Address.....)

(Address.....)

Office Seal

Station -----

Dated Jun 19

SCHEDULED OF REQUIREMENT

1. Details of technical specification of hiring of generators (250 KVA 01 NOS)

CLAUSE REF	TECHNICAL SPECIFICATION
i	Provisioning of 01 No 250 KVA 415 V 3 Ph 50 Hz Sound and Weather proof portable Generator for ICG Ships berthed at Karaikal
ii	Contractor should ensure stabilized electrical power supply is provided to ICG ships berthed at Karaikal
iii	Hiring period will be for 02 (Two) years duration. Supply to be provided round the clock. 01 operator to be provided at all times for the generator set provided.
iv	The distribution panel should have operational and calibrated Voltmeters, Ammeters, Frequency meter and KW meter for generator and provision of protection against over current, under voltage/overvoltage and single phase shall be available.
v	Distribution board and cable from Generator to distribution board to be provided by the firm.
vi	Distribution board for 250 KVA Shore Generator should have provision for distribution to 05 ships with a MCCB of 150 Amp. The generator should be able to provide supply up to 05 ships simultaneously within the rated capacity.
vii	Cable from distribution board to ships will be provided by Coast Guard.
viii	Fuel and lub oil (SAE40 or equivalent of IOC/HPCL/BPCL/Shell make utilized for diesel engines onboard ICG ships) will be provided by Coast Guard resources. If Lub oil used in Shore Generator is other than the above, then the Lub oil should be provided by the Firm which should be included in the quoted price.
ix	The vicinity and surroundings of the Generator shall be kept clean free of lub oil, diesel and inflammable materials
x	All consumables other than the fuel and lub oil is the responsibility of the contractor.
xi	The Generator should be of less than two years old .
xii	The generator should have trials reports from certifying agency wrt its proven performance

xiv	The generators should have weather proof acoustic enclosure and well maintained control panel with all parameters indicated for monitoring performance
xv	The defects on generator to be attended by the contractor within 24 hours. The contractor will be liable to change the generator in case it fails to achieve rated output during the contract period, owing to major defect or degradation in performance
xvi	Necessary firefighting arrangements for the generators to be provided.
xvii	The requirement of the crane/lifting tools etc during installation/ shifting/ closure of contract to be catered by the contractor and no extra charge will be paid by Coast Guard.

2. I have quoted for hiring of 01 no. generator 250 KVA for shore supply to CG ships based at Karaikal.
3. I have understood the SQR and will comply with the requirement.

Stamp :

Signature of proprietor

Date:

(Refer para 3 of Part II of RFP No. 3500/GEN HIRE/57/19-20)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: **<https://eprocure.gov.in/eprocure/app>**.

1. Registration

(a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

(b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.

(e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

(a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(b) Once the bidders have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. **Preparation of Bids**

(a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

(b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. **Submission of Bids**

(a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

(d) Bidder should prepare the EMD (if applicable) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

(f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(j) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

(k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. **Assistance to Bidders**

(a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.