

REQUEST FOR PROPOSAL (RFP)

टेली/Tele : 0286-2210144
फैक्स/fax : 0286-2210143
Reply should be addressed
The Officer-in-Charge CGSD (Pbd)

तटरक्षक सामान भंडार (पोरबंदर)
TATARAKSAHK SAMAN BHANDAR
C/o Headquarters
No. 1, Coast Guard District (Guj)
Post Box No.25
Porbandar- 360 575

CGSD(PBD)/438/MW/032/19-20

19 Aug 19

To,

M/s _____

Invitation of Online Bids for : FABRICATION OF SHED AT WAREHOUSE VANANA FOR CGSD (PBD)

REQUEST FOR PROPOSAL (RFP) NO. CGSD(PBD)/RFP/010/19-20 DATED 19 AUG 19

1. Bids to be submitted in sealed cover for services described in this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

- | | | | |
|-----|---|---|---|
| (a) | Bids/queries to be addressed to | : | The Officer-in-charge |
| (b) | Postal Address for sending the Bids | : | The Officer-in-Charge
Plot No. 281, GIDC Estate
Adjacent to M/s Atul Motors (Maruti)
Near Vanana
Porbandar – 360575 |
| (c) | Name/designation of the contact Person: | | SS Tripathy
Commandant (JG)
Deputy Officer-in-charge |
| (d) | Telephone numbers of the contact Person | : | 0286-2210144 |
| (e) | E-mail ID of contact personnel | : | _____ |
| (f) | Fax number | : | 0286-2210143 |

Part I-General Information

1. **Last date and time for depositing the Bids:** 1000 hrs on 30 Aug 19
2. **Manner of depositing the Bids:-** Sealed Bids should be dropped in the Tender Box located at CGSD(Pbd) or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents, Bids sent by FAX or e-mail will not be considered (unless they have been specially called for by these modes due to urgency).
3. **Time and date for opening of Bids:-** Bids will be opened at **1400** hrs on 30 Aug 19 The due date for opening of Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by Buyer).

4. **Location of the Tender Box:-** **01 in no tender box is positioned at CGSD(PBD) main gate.** Only those Bids that are found in the Tender box will be opened.
5. **Place of opening of the Bids:-** Bids will be opened in Office of CGSD(Pbd). The Bidders may depute their 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. **Forwarding of Bids:-** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
7. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarification sought not later than **07 days** prior to the date of opening of bids. Copies of the query and clarification by the purchased will be sent to all prospective bidders who have received the bidding documents.
8. **Modification and withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to the sent by post and such signed confirmation should reach the purchased not later that 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 specific. Withdrawal of a bid during this period will result in bidder's forfeiture of bid security.
9. **Clarification regarding contents of the bids:** During evaluation and comparison of bids the buyer may at its discretion ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative or the bidder will be entertained.
10. **Rejection of bids:** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summery rejection with forfeiture of EMD, conditional tenders will be rejected.
11. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be delisted for the given range of items as mentioned in this RFP.
12. **Validity of Bids:** The bids should remain valid minimum **90 days** from the last date of submission of the bids.
13. **Earnest Money Deposit:** Bidders are required to submit an amount of Rs.9,820/- (Rupees Nine Thousand Eight Hundred Twenty only) or Earnest money deposit (EMD) 2% of total amount quoted by the firms along with the bids. The may be submitted in the form of any Account Payee DD/Bank Guarantee/fixed deposit or Bankers cheque in favour of from any Nationalized Bank authorized to conduct Govt. business as per Form DPM-16 (available in MOD website and can be 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 expiry of the final bid validity and latest on or before the 30th day after the award of the 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 Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any department of MoD or 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.

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PART-II ESSENTIAL DETAILS OF SERVICES REQUIRED

1. Schedule of requirements/description is as follows:

SI	Description	Qty/Job
(a)	Fabrication of Shed at Warehouse Vanana for CGSD(PBD). (Removable manner and the same will be shifted on further relocation) Size : 91 Ft X 15 Ft = 1365 Sq Ft. 48 Ft X 15 Ft = 720 Sq Ft. 95 Ft X 15 Ft = 1425 Sq Ft. 64 Ft X 15 Ft = 960 Sq Ft. 18 Ft X 17 Ft = 306 Sq Ft. Total Area : (4776 Sq Ft)	Fabrication work

2. **Technical Details:** NA

3. **Delivery period.** Time schedule for the delivery of the item would be **01 Month** from the effective date of Order/Contract. Please note that Order/Contract can be cancelled unilaterally by the Buyer in case terms are not received within the contracted delivery period. Extension of Order/Contracted delivery period will be at the sole discretion of the Buyers, with the applicability of LD clause.

4. **Delivery and Transportation:** Jobs/service to be done in the consignee site.

5. **Consignee details:**
The Officer-in-Charge
Plot No. 281, GIDC Estate
Adjacent to M/s Atul Motors (Maruti)
Near Vanana
Porbandar – 360575

PART-III STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Standard Conditions of the RFP mentioned below which will automatically be considered as per 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. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the service shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or difference arising out or in connection with the contract shall be settled by bilateral discussions. Any disputes, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settle amicably, may be resolved through arbitration. The standard clause of arbitration is as per forms DPM-7, DPM-8 and DPM-9 (available on MOD website and can be proved on request).
4. **Liquidated Damages:** In the event of the seller's failure to submit the bonds, Guarantees and documents, supply the stores/goods and conduct trails, installation of equipments, training etc. as specified in this contract, the buyer may be his discretion, with hold any payment until the completion of the contract. The buyer may also deduct from seller as agreed, liquidated damage to the sum of 0.5% of the contract price of the delayed/undelivered stores/service mentioned above for every week of delay or part of a week, subject to the maximum values of the liquidated damage being not higher than 10% of the value of delayed stores.

Summary

5. **Termination of Contract:** The buyer shall have the right to terminate the contract in part or full in any of the following:-
- The delivery of material is delayed for cause not attributable to force majeure for more than two month after the schedule date of delivery.
 - The seller is declared bankrupt or becomes insolvent.
 - The delivery of material is delayed is due to cause of force Majeure by more than four month proved force Majeure clause are included in contract.
 - The buyer has noticed that the seller has utilized the service of any Indian/foreign agent in getting this contract and paid any commission to such individual/company etc.
 - As per decision of the Arbitration Tribunal.
6. **Taxes and Duties:**
- If bidder desire to ask for excise duty of sales Tax/vat extra, the must be specifically state. In the absence of any such stipulated, it will be presumed that the price includes all such charges and no claim for the same will be entertained.
 - If reimbursement of any Duty/Tax 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.
 - 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 supplied. 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 relief, exemptions, rebates, concession etc. If any obtained by the seller.
7. **Excise Duty:** Where the exercise duty is payable on advance basis, the bidder should submit along with the tender, the relevant form and the manufacturers price list showing the actual assessable value of the stores as approved by the excise authorities.
8. **Octroi Duty & Local taxes:** Normally, material to be supplied to Government department against Government contracts are exempted from levy, to town duty, Octroi duty terminal tax and other levies of local bodies.

PART IV – SPECIAL CONDITIONS OF RFP

The bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. Seller in the contract) as selected by the buyer failure to do so may result in rejection of Bid submitted by the Bidder.

- Option Clause:** NA
- Repeat Order Clause:** NA
- Tolerance Clause:** NA
- Payment terms and Indigenous Sellers:** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible.
- OEM Certificate:** NA
- Inspection Authority:** The inspection will be carried out by concerned CGSD, Porbandar. The mode of Inspection will be Departmental Inspection / User Inspection.

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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) 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.
 - (c) The bidders are required to spell out the rates of customs duty, Excise duty, VAT, service tax, GST etc in unambiguous terms; otherwise their offers will be loaded with maximum rates of duties and taxes for the purpose of comparison of prices.
 - (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 price.
 - (e) The Buyer reserves the right to evaluate the offers received by using discounted cash flow method at a discounting rate of _____ %.
 - (f) 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 is stipulated time.

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

(a) Basic cost of the item/items:

	Item	Unit Price	Qty	Total
(i)				
(ii)				
(iii)				
(iv)	Total of Basic price			
(b)	Accessories			
(c)	Installation/commissioning charges			
(d)	AMC with Spares			
(e)	AMC without spares			
(f)	Any other item			
(g)	Is Excise duty extra? (if yes, mention following)			
	(i) Total value of items on which Excise duty is leviable			
	(ii) Rate of Excise duty			
	(iii) Surcharge on Excise duty, if applicable			
	(iv) Total value of excise duty payable			
	(v) Is Excise duty exemption is required.			
(h)	Is VAT extra? (if yes, then mention following)			
	(a) Total value on which VAT is leviable.			
	(b) Rate of VAT			
	(c) Total value of VAT leviable			
(j)	Is service tax extra? (if yes, then mention the following)			
	(i) Total value for services on which service tax is leviable:			
	(ii) Rate of Service tax leviable			
	(iii) Total value of service tax leviable			

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- (k) Is custom duty exemption required?
(if yes, then mention the following)
- (iv) CIF value of stores to be imported.
- (v) Rate of customs duty payable.
- (l) Grand Total:

Thanking you,

Yours faithfully,



(SS Tripathy)
Commandant (JG)
Dy Officer-in-Charge
for Officer-in-Charge

Date : 19 Aug 19