



## **ZIQITZA HEALTH CARE LTD.**

**REQUEST FOR PROPOSAL FOR 60 NUMBERS OF FRP FLOATING JETTY  
WITH WALKWAY FOR 4 RIVERINE DISTRICTS OF ODISHA**

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**DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of Ziqitza Health Care Limited (ZHL), or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the ZHL or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for ZHL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. ZHL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

ZHL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## SECTION 1: NOTICE INVITING TENDER

Sealed Tenders in two bid system are invited by Ziqitza Health Care Limited (ZHL) on behalf of Department of Health and Family Welfare, Government of Odisha, from the registered bodies for supply of **60 Numbers of FRP Floating Jetty with Walkway** as per detailed specifications given in the Annexure.

### BID INFORMATION

Sl No	Tender No and Date	<b>ZHL/OEMAS/2018-19/007 dated 12<sup>th</sup> September 2018</b>
1	Items to be procured	<b>60 Numbers of FRP Floating Jetty with Walkway</b>
2	Intended completion Period /Time period assigned for completion	Six months from the date of Issue of Work order
3	Date and time of Pre-bid meeting	18 <sup>th</sup> September 2018, 11:00 AM
4	Last date of sale of tender paper	1 <sup>st</sup> October 2018, 5:00 PM
5	Date and Time for Submission of Tender Documents	11 <sup>th</sup> October 2018, 5:00 PM
6	Date and Time of Opening of Technical Bid	26 <sup>th</sup> October 2018, 11:00 AM
7	Date and Time of Technical Presentation	26 <sup>th</sup> October 2018, 11:00 AM
8	Date of opening of Financial Bid	27 <sup>th</sup> October 2018, 11:00 AM
9	Venue for Submission of Tender Documents	Ziqitza Health Care Limited, Plot No 288, Satya Nagar, Bhubaneswar, Khurdha, Odisha- 751007

All the prospective vendors are requested to go through the “General Terms and Conditions” of the “TENDER” document and submit their bids accordingly.

The RFP document can be downloaded from [www.zhl.org.in](http://www.zhl.org.in) up to 1800 Hrs of 1<sup>st</sup> October 2018.

Any non compliance to terms and conditions of the Tender by the vendors shall automatically result in the forfeiture of EMD.

The bid documents are non transferable.

**TENDER INVITING BIDS FOR BOAT-AMMBULANCES**

**Tender Notice No:**

**Date: 12<sup>th</sup> September 2018**

This document contains Scope of Work, Eligibility criteria for the bidders, Bidding procedure and terms and conditions. However, the terms and conditions are not binding on Ziqitza Health Care Ltd and liable for change without any notice.

All the prospective vendors are requested to go through the “General & Special Terms and Conditions” of the “TENDER” document and submit their bids accordingly.

The tender document is available in the website of [www.zhl.org.in](http://www.zhl.org.in) and can also be purchased in hard copy at our office on payment of Rs.2,500/- (Rupees Two Thousand Five Hundred Only) towards Non-refundable Tender Fee, by way of a Demand Draft drawn in favour of “Ziqitza Health Care Ltd.”, payable at Mumbai.

Vendors who download the document from website have to submit the Demand draft at the time of TENDER submission.

Any non compliance of terms and conditions of the Tender by the vendors shall automatically result in the forfeiture of EMD.

The bid documents are non transferable.

The completed sealed bids must be received at Ziqitza Health Care Limited, Plot No288, Satya Nagar,Bhubaneswar,Khurdha,Odisha-751007 on or before the time and date specified above. It will be the sole responsibility of the vendor to ensure that their bid is received at the above mentioned place on or before the specified date & time

ZIQITZA HEALTH CARE LTD.  
401/B, Niranjana Building,  
99 Marine Drive  
Mumbai 400 002  
Ph: 022 2657800  
[www.zhl.org.in](http://www.zhl.org.in)

## **SECTION 2: GENERAL INSTRUCTIONS TO BIDDERS**

### **1. Scope of work:**

- a. Supply of 60 Nos of FRP floating Jetty with Walkway as per detailed specifications given.

Delivery schedules are indicated in the Annexure-1

### **2. Eligibility Criteria**

- a. This bid is open to all Registered manufacturer / builder. The bidders were required to enclose the proof of registration from the registering authority.
- b. Average annual turn-over of the bidder in the relevant business should not be less than Rs 1 crores during the preceding 3 years.
- c. A minimum of 3 years experience in the field of building/supply of floating jetty with walkway is mandatory.
- d. Firms not manufacturing jetty, but supplying the same can also bid for it after obtaining authorisation from the manufacturer of the jetty. However the authorisation should stipulate that the firm is authorised to quote the rates on behalf of the manufacturer. Warranty should be provided by the manufacturer only.
- e. Subsequent to finalisation of agreement, no request for any change of price or extension of time will be acceptable.
- f. The firm shall comply with all State and local laws and regulations pertaining to the task and obtain relevant licensing, if any.

### **3. The bidders are subject to be disqualified if they have**

- a. Made any misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failure etc: and/or

- c. Indulged in unlawful & corrupt means in obtaining bids.
  - d. Black listed by any Competent Authority/State or Central Govt. or any of its clients till date.
- 4. Warranty-** The supplier should provide onsite standard comprehensive company warranty for one year and AMC for 2 years . However subsequent AMC will be for every year. The Warranty shall be executed in favour of Govt. of Odisha.

Any defect developed during the warranty period should be remedied promptly free of cost by the vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor.

Annual Maintenance Contract: The supplier shall quote the amount of comprehensive Annual Maintenance of the Vessel separately, after expiry of standard company warranty, on year to year basis.

**5. Earnest Money Deposit:**

Earnest Money Deposit of Rs.3, 00,000/-(Rupees Three lakhs) is in the form of Demand Draft in favour of Ziqitza Health Care Ltd. payable at Mumbai.

EMD submitted in any other form or Tender forms submitted without EMD will be rejected.

The EMD of the unsuccessful vendors will be returned within 30 days after finalisation of the tender.

The EMD of the successful bidder shall be returned to the vendor after receiving the Performance Bank Guarantee or adjusted against the Performance Security. If the successful bidder fails to execute the agreement and/or fails to deposit the Performance Security within the specified time EMD shall be forfeited.

Those who are exempted from submission of EMD shall submit their Exemption certificate/document.

**6. Performance Security Deposit:**

The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit in favour of Govt. of

Odisha in the form of Bank Guarantee of any scheduled bank having branch at Bhubaneswar for equivalent to 5% of value of the order having validity till the work is completed.

The Performance Security will be returned to the vendor after completion of commissioning and standard warranty period. Non compliance of the terms and conditions of the Agreement/Work order will result in forfeiture of the Performance Security.

### **7. Delivery:**

Delivery of the goods and services shall be made in accordance with the point mentioned at (b) to (d) of Special Terms and Conditions of this RFP.

### **8. Payment Terms:**

Payments terms **for FRP Floating Jetty with Walkway:**

The payment will be one time after the completion and inspection by the consultant. The operational comfort will be ensured and will be certified at the respective location by the empanelled Consultant of NHM.

Income Tax and any other taxes will be deducted at source out of the payment.

Excise Duty(ED) and any other taxes paid by the vendor, proof of such payment should be enclosed with the invoice.

For claiming VAT/Service Tax, particulars of Sales Tax/Service Tax registration certificate shall be furnished along with invoice.

Statutory variation in taxes & duties within the contractual delivery period shall be borne by ZHL. However, claim as regards any upward variation in rate of taxes beyond the scheduled delivery period shall not be borne by ZHL.

### **9. Penalty for Delay in Delivery**

The quantum of penalty would be at the rate of 0.5% per week or part thereof up to the maximum of 10% of the contract value, with provision for Token Liquidation Damages when the delay is largely due to circumstances beyond the control of the supplier.

The successful vendor will be solely responsible for any damages to the articles or interruption in the functioning right from the time of shifting to the



time of making it operational. It will be his responsibility to either replace the item with the new one or repair it to the entire satisfaction of the technical committee and also to ensure the smooth continuance of the operation.

#### 10. Penalty for Delay in attaining Complaints

##### Floating Jetty with Walkway:

The manufacturer or supplier to attend to the complaint within maximum time of 48 hours from the date and time of receipt of complaint failing which the bidder shall be liable for a penalty @ Rs 1,000/- per day of delay.

The penalty under is to be recovered from the Performance security of the supplier if required.

#### 11. Technical Evaluation Criteria

##### In respect of Floating Jetty with Walkway

Technical Evaluation Criteria			
Sl. No	Criteria	Maximum Marks	Marks obtained
1.	Bidder having manufactured/ built/supplied Floating Jetty with Walkway which are mentioned/ specified in the Request For Proposal Documents to the extent of at least 10 units during last three years.	10 to 12 units – 15 Marks 13 to 15 units – 20 Marks > 15 units – 25 Marks	
2.	Technical Presentation highlighting features of Jetties to be delivered and other features specified	(i) Brief Company profile, local presence, associates, major clients & projects etc. : <b>5 Marks</b> (ii) Experience and capabilities of conducting similar assignments : <b>5 Marks</b> (iii) Understanding of assignment along with methodology indicating broad scope of work and road map : <b>5 Marks</b> (iv) Qualification & Experience of key personnel : <b>5 Marks</b> (v) Proposed Manpower commitment : <b>5 Marks</b>	
3.	Number of Jetties supplied	>=5 up to 7 nos - 12 Marks >7 up to 10 nos - 16Marks >10 nos – 20 Marks	
4	Current Orders in Hand (Floating Jetty with walkway )	>=5 up to 8 nos – 6 Marks >8 up to 12 nos – 8 Marks >12 nos – 10 Marks	

5.	Years of Experience in similar field	>=3 up to 4 yrs - 6 Marks >4 up to 5 yrs – 8 Marks >5 years – 10 Marks	
6.	Average Annual Turnover in relevant Business during last 3 years	>=3 up to 4 Crores – 6 Marks >4 up to 5 Crores – 8 Marks >5 crores – 10 Marks	

All Applicants shall be required to make presentations up to 30 minutes, separately for Floating Jetty with Walkway,

Before opening of Financial Bids, to demonstrate their credentials before the Evaluation committee and to submit hard copies during the presentation.

The presentation shall broadly cover the following aspects:

- (i) Brief Company profile, local presence, associates, major clients & projects etc.
- (ii) Experience and capabilities of conducting similar assignments
- (iii) Understanding of assignment along with methodology indicating broad scope of work and road map
- (iv) Proposed Key Personnel along with Team Leader and Manpower commitment.

Financial bid opening shall be done for only those applicants who score at least 70 marks in technical evaluation. The selection of Supplier shall be on L1 basis. During the technical evaluation process, it is expected that at least 2 bidders will be shortlisted to ensure competitive financial bidding. The selection of service provider shall be strictly on least cost basis. If less than 2 will be shortlisted, then the tender shall be cancelled.

(v) *“When a minimum of 2 parties fail to qualify for financial evaluation, the eligibility criteria of 70 marks in the technical scoring may be relaxed only to the extent that at least 2 parties finally get selected during the technical evaluation”.*

### **12. Other General Instructions for bidders**

- a) Incomplete Proposals in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- b) Strict adherence to formats, wherever specified, is required.
- c) All communication and information should be provided in writing and in English language.
- d) All communication and information provided should be legible. The financial Bids given in figures should be mentioned in words also.

- e) No change in/or supplementary information shall be accepted once the Proposal is submitted. However, ZHL reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the RFP. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by ZHL may be a ground for rejecting the RFP.
- f) The Proposals shall be evaluated as per the selection criteria specified in this RFP Document.
- g) The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorized to represent the Bidder in its dealings with ZHL. This designated person should hold a valid Power of Attorney/Board Resolution and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the authorized Signatory and shall bear the stamp of the firm/consortium.
- h) ZHL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever.
- i) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. ZHL reserves the right to vet and verify any or all information submitted by the Bidder.
- j) If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by ZHL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of ZHL if adequately satisfied.
- k) The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process. ZHL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- l) The Bidder shall seal the Technical Bid and the Financial Bid separately in two envelopes, duly marking the envelopes as "TECHNICAL BID" and "FINANCIAL BID". These envelopes shall then be sealed in single outer envelope.
- m) The Bidder shall prepare (1) one original and (1) one copy of the Proposal, clearly marked "ORIGINAL" and "COPY" respectively. In the event of any discrepancy between the original and the copy, the original shall prevail.

- n) The Proposal, both the original and the copy shall be typed or written in indelible ink and an authorized signatory of the Bidder or Individual, as applicable shall initial each page. Each page should be duly page numbered and an index of the contents should also be made on the first page. The person(s) signing the Proposal shall also initial all the alterations, omissions, additions, or any other amendments made to the proposal.

**o) Definitions**

“Service Provider” means Ziqitza Health Care Limited having its registered office at 401/B, Niranjana building, Marine Drive, Mumbai 400 002

“Purchaser” means Department of Health and Family Welfare, Government of Odisha.

“Vendor/Supplier” means Successful Bidder(s), to whom the contract is awarded

“Bidder” means those who submit the bid.

### **SECTION-3: BIDDING PROCEDURE**

- (i) **Pre-bid Meeting** - A meeting with all the interested parties/firms, for the work will be held on the date and time fixed in this document. Only two representatives per firm / interested parties will be allowed to attend the meeting. The person(s) attending the meeting shall be capable of discussing the technical aspects of the work to be carried out and will carry the authorisation letter from their company for this purpose.

All queries on the scope of work, terms and conditions and any other points pertaining to the work order will be clarified by the Purchase Committee of ZHL including consultant IIT, Madras appointed by NHM and the Chief Engineer (Mechanical) of water resource as a technical member.

The queries shall be restricted to the scope of tender document, its terms and conditions. Discussions/arguments with co-vendors are strictly prohibited. All the queries shall be brought forth only during this pre-bid meeting since no queries will be entertained thereafter.

The minutes of the meeting will be recorded and become part of the Tender Evaluation process. Decisions taken at the meeting will supersede the relevant terms and conditions of the tender document subject to concurrence/approval by State Procurement Committee of Govt. of Odisha.

ZHL reserves the right to add, delete or revise any of the features of the tender document at any stage of tender evaluation due to internal reasons.

### (ii) TENDERING PROCEDURE

#### (a) Documents for Technical/Preliminary Evaluation:

Documents shown below, duly bunched in the order shown therein, are to be placed in a sealed cover duly listing the contents on the outside of the cover with the caption '**TECHNICAL / PRELIMINARY BID**'.

- i) Demand draft towards non-refundable **Tender fee** of Rs. 2,500/- drawn on any nationalised bank in favour of "**Ziqitza Health Care Ltd.**" payable at Mumbai.
- ii) Demand draft towards EMD (Earnest Money Deposit) for an amount of Rs 3, 00,000 drawn on any nationalised bank in favour of "**Ziqitza Health Care Ltd. payable at Mumbai.**"
- iii) Copies of documents defining the constitution or legal status, place of registration.
- iv) Details of VAT registration, Service Tax registration, Details of PAN/TAN registration.
- v) Annual Financial Statements & Income tax returns for the preceding 3 years.
- vi) List of Board of Directors / Members of Consortium names mentioned in the official letter head copy.
- vii) Certificate of Turnover for the preceding 3 years duly certified by a Chartered Accountant.
- viii) Certificate of experience issued by the client for 3 years in the field with no's of vessels/ boats supplied and are currently under offer or at hand.
- ix) Details of supplies made during the last three years with summary of Purchase orders and Performance Certificate issued by the clients.
- x) Address and contact details of nearest service centres.
- xi) Authorisation from the Company for the person signing the RFP/ Tender documents/ attending the bid meeting/ negotiations.
- xii) Tender documents duly signed on all the pages by a person authorised to do so by the bidding firm.

- xiii) Declaration to the effect that the firm has read and understood all the terms and conditions of the tender and shall abide by the same.
- xiv) Declaration to the effect that the firm shall strictly observe the laws against fraud and corruption in force in the country and that they have not been debarred / black listed by any Government Organisation in India, till date.

(b) Price-bid for Commercial Evaluation:

Separate Price-bids to be submitted for Floating Jetty with Walkway. The price offered in the tender should be inclusive of all cost, including transit insurance, freight and other charges up to the destination point of Odisha, installation/commissioning, standard comprehensive warranty for one year etc. The price bid must indicate the item- wise break-up of cost of designing, constructing, transporting cost up to the destination point, transit insurance, installation/ commissioning, with standard warranty for 1 year and annual maintenance charges beyond standard warranty per Floating Jetty with Walkway to enable comparison for determining the L1 rate . Taxes or any other statutory dues as applicable has to be indicated separately. The price quoted has to be placed in a sealed cover with caption '**PRICE BID**'.

In case of increase in taxes and duties during the scheduled delivery period the service provider shall revise the prices as per new duties and taxes.

Each page of the price bid shall be duly signed by the bidder with official seal

(c) Validity of the tender :

The bid prices quoted shall remain valid for a period of one year from the date of award.

(d) Tender submission:

The above mentioned sealed covers (Technical / Preliminary and Commercial) are further to be placed inside a sealed cover and superscribed "**TENDER FOR SUPPLY SUITABLE JETTY SYSTEM**" and must be received at the office of Ziqitza Health Care Limited, Plot No288,

Satya Nagar, Bhubaneswar, Khurdha, Odisha-751007 on or before the stipulated date and time.

**Late tenders will not be accepted under any circumstances.**

(e) Tender Opening:

Any vendor not found eligible in the technical / preliminary evaluation will be barred from participating in the commercial evaluation and his price-bid will be returned without opening.

Purchase Committee of ZHL including consultant IIT, Madras appointed by NHM and the Chief Engineer (Mechanical) of water resource as a technical member of Purchase Committee, reserves the right to cancel the tender notification and reject the tender, in part or full, at any time during the process of receipt, evaluation and finalisation of Tenders without assigning any reason whatsoever.

The price-bid will be opened in the presence of all bidders/their representatives

In case it is felt that L-1 prices are higher than the prevailing market price or for any other reason in the interest of the State Government, ZHL reserves the right to negotiate for reduction in price.

## **SECTION-4: SPECIAL TERMS AND CONDITIONS**

**Concurrent Inspection for Floating Jetty with Walkway:** The vetting of the drawing & design, inspection & final certification of FRP floating jetty with walkway is to be done by NHM appointed Consultant,( IIT, Madras, Dept. of Ocean Engineering) on prior intimation regarding.

- 1) Completion of floats assembly
- 2) Completion of deck of floats with fenders and fittings
- 3) Completion of walkway fitting with hand rails.
- 4) Completion of connectivity, hinges, fixity, foundation etc. on the upper end of walkway side in the land.

- (a) All consignments must be securely and appropriately packed and should confirm to Standard Material Transport Regulation. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection.

- (b) Each package shall be clearly marked with indelible paint purchase order number, name and address of the vendor, name and address of the client, destination, item net and gross weight, Case no and dimensions and shall contain copies of despatched documents and packing list.
- (c) Details given in the “Packing, Marking, Shipping and Documentation Specification for Indigenous Materials”-where ever enclosed with a purchase order shall be strictly followed.
- (d) Loading & Unloading: For Loading & unloading on trailer/truck at vendor’s end with proper arrangement for long distance road transportation the onus lies with the vendor.
- (e) Transit Insurance: For Transit Insurance up to the point of delivery / discharge the onus lies with the vendor.
- (f) Transportation: The Floating Jetties with Walkway will have to be delivered at the designated site of the four districts i.e. Kalahandi, Koraput, Malkanagri & Kendrapara. Cost of transportation, will be borne by the supplier while adhering to the scheduled time of delivery at the designated location.

## **SECTION-5: GENERAL CONDITIONS OF CONTRACT**

1. Deviations/ expectation and other specific design requirements are to be given along with the technical bid. Vendor will give at least seven days notice for inspection at the designated location of the Jetty.

### **2. Saving Clause:**

No suit, prosecution or any legal proceedings shall lie against tender inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of tender. ZHL reserves the right to procure the FRP floating Jetty with walkway separately if the price of the Jetty found to be unreasonable and exorbitant.

### **3. Force Majeure:**

The Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's



delay in performance or other failure to perform its obligation under the contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event beyond the control of the Vendor and not due to Vendor’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Tendering authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the vendor shall promptly notify ZHL in writing of such conditions and the cause thereof. Unless otherwise directed by ZHL, in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **4. Termination of Contract:**

ZHL may terminate the contract for any reason by giving the vendor notice of Termination. Upon receipt of notice of termination, the vendor shall either immediately or upon the date specified in the notice of termination cease all further work except for such as the purchaser (NHM) may specify in the notice of termination. In the event of termination of contract the ZHL shall pay to the vendor the price for the works executed by the vendor as of the date of termination.

The ZHL may at any time terminate the contract by giving written notice to the vendor, if the vendor becomes bankrupt or otherwise insolvent.

ZHL may without prejudice to any other remedy for breach of contract by written notice of default sent to the vendor, terminate the contract in whole or in part.

If the vendor fails to deliver the complete vessel within the time period specified in the contract, or any extension thereof granted by the service provider.

If the vendor fails to perform any other obligation under the contract

If the vendor does not remedy his failure within a period of 15 days after receipt of default notice from the service provider.

In the event that the service provider terminates the contract in whole or in part the service provider may procure upon such terms and in such manner as deems appropriate. Vendor shall be liable to the service provider for any excess cost towards such procurement.

### **5. Resolution of Disputes**

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

#### **a. Amicable settlement**

Performance of the contract is governed by the terms and conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the scope of work, the clauses of payments etc. In such a situation, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt.

#### **b. Resolution of disputes**

In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held in Mumbai, Maharashtra and the language of the arbitration proceeding shall be in English and that of all documents and communications between the parties shall be as per directions of Arbitration Tribunal.

The decision of the majority of arbitrators shall be final and binding upon both the parties. The expenses of the arbitration as determined by the arbitrators shall be borne by party/parties as per directions of Arbitrator.

However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

#### 6. Court Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Bhubaneswar/Mumbai only.

### SECTION-6: TECHNICAL SPECIFICATIONS

<b>Nature of work –Floating jetty with walkway</b> operational requirement for use as an ambulance boat in the rivers, lakes and reservoirs of Odisha, as per specifications detailed below	<b>Number of Jetty</b>
<b>FRP Floating Jetty with Walkway</b>	60 nos

#### FRP FLAOTING JETTY WITH WALKWAY

Float – 4MTR X 3 MTR  
Walkway – 5MTR X 1.2 MTR

**Float :** The Jetty will be made using six numbers of FRP floats joined together to give a final dimension of 3 Mtrs X 4 Mtrs approx. The Jetty will have tyre fenders all around it to avoid damages. The deck will be of non-skid type. The floats & deck are properly reinforced with stringers for providing adequate strength. The floats will be filled with buoyancy material to make them unsinkable.

The railings around the float are to be of 0.9 mtr high made of G.I. tubes of 32mm NB, leaving apart 1000 mm gap with stanchions for entry of boats on three sides. Tyre fenders are to be provided on three sides.

**Walkway :** The approach walkway to the floating jetty will be 1.2 mtr. Width and 5 mtrs length, having a tough non-skid surface of marine plywood sandwiched FRP. Provision of railings on both sides for safety will be provided having 0.9 mtr. height made of G.I. tubes of 32 mm NB. One end of the walkway will be connected firmly with the jetty with hinges having pin diameter of 40 mm fitted firmly at a suitable position on the deck of the float to have an average free board balance and to accommodate to different levels of water. The other end of the walkway will be fixed with pin arrangement on the ground. Slope of Walk should suit the requirement of safety while transporting the patient.

All steel components to be painted with epoxy primer and enamel paint.

**SECTION-7 : ANNEXURES TO BE ATTACHED ALONG WITH THE TECHNICAL BID**

**Annexure 1 -Delivery Schedule**

The successful bidder has to deliver 60nos of Floating Jetty with walkway at the designated site of the four districts of Odisha, i.e. Kalahandi, Koraput, Malkanagiri & Kendrapara as per the following delivery schedule.

Batch	No of FRP Boat Ambulance	Schedule
I	1 <sup>st</sup>	Be ready within 2 months of issue of Letter of Intent (LoI)
II	Floating Jetty with Walkway	To be delivered and installed at the site as per the schedule of delivery of Boats.

**Annexure 2 – Declaration on Manufacturing facilities / After Sales Service**

Tender No. \_\_\_\_\_

For supply of \_\_\_\_\_

Sl.No.	Particulars	
1	Name of the Bidder	
2	Full Postal Address	
3	Telephone No./Fax No	
4	Email address	
5	Date of incorporation of business	
6	Registration no. & Date	
7	Issued by	
8	Valid till	
9	Details of manufacturing activity & item wise capacity	
10	Detail of After Sales Service & AMC facilities available locally Name of the Agency: Full Postal Address: Phone / Fax / E-mail:	
11	Name of Govt. Departments/ Pvt. Institutions As per enclosure to which the Bidder already supplied the items with quantity, value and supply period	
12	Has the Bidder ever been black listed by any govt. agency? If yes, give details. Are any cases pending in the court related to any supplies? If yes, give details	
13	Does the firm have the adequate facilities for inspection and quality control? Please give details	
14	Man power details of various categories employed for building of vessel.	

I, \_\_\_\_\_ Proprietor./ partner/  
Director of M/s \_\_\_\_\_ hereby declare that the information  
given in this form is true and correct to the best of my knowledge & belief.

I/ we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit  
and/ or Performance Security Deposit and blacklisting us for a period of 5 years, if any  
information furnished by us proved to be false at the time of inspection and non-  
compliance with terms and conditions of the contract.

We have to fully acquainted ourselves with local conditions and factors that  
would have any effect on performance of the Contract.

I offer to supply the items mentioned in the schedule (enclosed in price bid) at  
the rates quoted there in. I agree to hold this offer for one year after finalization of  
rate contract.

Dated:

Signature \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Annexure 3 – Undertaking**

To

Tender enquiry No. \_\_\_\_\_

For supply of \_\_\_\_\_

Sir,

I, Shri \_\_\_\_\_, on behalf of  
M/s \_\_\_\_\_ having registered office  
at \_\_\_\_\_, do hereby declare that I have gone through  
the terms and conditions mentioned for the above and undertake to comply with all  
tender terms and conditions. The rates quoted by me/ us are valid and binding on  
me/ us for acceptance for a period of one year from the date of award of contract to  
us.

The rates quoted by me/ us for the items tendered for are specified against  
each. It is certified that rates quoted are lowest quoted for any institution in India and  
not higher than the MRP/ prevailing market rate.

The articles shall be strictly as per specification and of the best quality as per  
requirement of detailed in the RFP. The decision of your Office (Service Provider and  
Purchaser) as regards to the quality and specification of article shall be final and  
binding on me/us. We undertake and confirm that

Comprehensive Warranty: The Ambulance supplied shall be covered under  
standard comprehensive company warranty/ CMC for a period of years from the date  
of commissioning. Any maintenance or repair arising during the period of Standard  
Warranty/ Manufacturer's Warranty/ CMC out of the years including replacement of  
parts if any, shall be carried out by us at our own cost without any cost liability on the  
purchaser or service provider.

**Annual Maintenance Contract (AMC):** We have quoted the amounts for  
the Comprehensive Annual Maintenance of the Floating Jetty with walkway tendered,  
after expiry of warranty period extended by manufacturer/ dealer/ distributor, for a  
period of – years, in the price bid. We note that Price bids without AMC rates shall not  
be considered for evaluation.



Authorization from Equipment Manufacturer: We shall furnish authorization from the manufacturer/ Authorised Indian representative or distributors, legally enforceable undertaking to the Purchaser in appropriate format assuring full guarantee/ warranty /CMC obligations valid for a period of -- years from the date of commissioning of the supplied equipment. We also confirm that we shall provide Comprehensive Annual Maintenance Services directly or through the manufacturer for – years after expiry of standard warranty period of –years, in terms of Annual Maintenance Contract to be entered into between us/ Manufacturer and the Purchaser.

**Response Time for Breakdown Calls:** Maintenance personnel shall attend to the breakdown within 48 hours.

**Preventive Maintenance:** During the warranty period and AMC, in addition to attending break down calls, there shall be regular quarterly preventive maintenance visits.

**Operation & Maintenance Manuals:** We shall furnish for each unit 2 sets of operation & maintenance manuals along with circuit diagram and spare parts list of the equipment.

**Installation, Commissioning & Warranty Service:** Supply, installation, commissioning and successful trial run of the equipment & subsequent, warranty servicing shall be done at the locations specified by you by us or our authorized agent at no extra charge.

**Training:** If required, free demonstration, operation and maintenance training of the assigned personnel at site shall be provided by us.

We agree to the conditions of the tender under which the Earnest Money Deposit and Performance Security Deposit shall be forfeited by us.

We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.

We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.

The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.

We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.

We hereby declare that there is no vigilance/ CBI or court case pending/ contemplated against us at the moment.

Signature and Seal of Bidder

**Annexure 4 – Manufacturer's Authorization Form**

To,

Bid Ref. No. \_\_\_\_\_

Dear Sir,

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ Registered office at \_\_\_\_\_ possessing Manufacturing Licence No. \_\_\_\_\_ dated \_\_\_\_\_, valid upon \_\_\_\_\_, hereby authorize M/s \_\_\_\_\_ (Name and address of Representative), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

(Attach separate sheet if necessary)

Signature and seal of the Bidder

**Annexure 5– Bidders’ Information**

S.No	Particulars	Details
1	Name of the Project	“National Ambulance Service 102/108”
2	Name and address of the Organization responding to RFP  Telephone No with STD Fax Number E-mail address, if any Name and Designation of Contact person	
3	Date of incorporation of the business	
4	Registration no and date	
5	Proposal Addressed to	
6	Reference of Notice inviting for RFP	
7	Authority for signing and submitting the document ( <i>Power of Attorney, Resolution of the organization etc.</i> )	
8	Documents enclosed in support of the Request- As per index attached Total no of pages	

Signature and Seal of the Bidder

**Annexure 6 – Annual Turnover Statement**

The Annual Turnover of M/s\_\_\_\_\_for the past three financial years is as given below:

Sl.No	Year	Amount
1	2014-2015	
2	2015-2016	
3	2016-2017	
Total		
Average turn over		

Signature and Seal of Bidder.

**Annexure 7– Performa for Performance Statement**

Name of the firm:

Sl. No	Name and address of the Client	Contract Price in Indian Rupees	Major Items of Works	Date of Starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work if any	Reasons for slow progress if any, with the updated billing amount.	Certificate from Client Enclosed (Y/N)

\*- Please enclose certificates which will help prove qualification under the eligibility criterion.

Signature and Seal of the Bidder

**Annexure 8 – Financial Bid**

Particulars	Cost for one unit	No of Units	Total Cost (A)	AMC for the period which is not covered by standard Comprehensive warranty for two years (B)		Total Cost (A+B)
				1 <sup>st</sup> Year	2 <sup>nd</sup> Year	
FRP Floating Jetty with Walkway		60				
<b>Total in Figures and Words</b>						

Signature and Seal of the Bidder

**Notes:**

1. The rate quoted against each item to be exclusive of tax admissible but inclusive of duties, freight, insurance etc at the point of delivery. However, at the time of billing, the basic price, VAT and Service Tax should be mentioned separately.
2. The Bidders are advised to study the Scope of Work carefully and quote the price accordingly.
3. The Supplier shall be required to maintain the items for a period of one year as standard warranty from the date of completion of the delivery. The Service Provider shall enter into a separate contract for the Comprehensive Annual Maintenance of the items at the rate quoted in the bid. Please note that the Annual Maintenance contract shall be applicable only for the period not covered under the Standard Warranty Terms.

**Annexure-9**

Name of district	Base location	Finalised Pickup location
KALAHANDI (1 base location)	<b>TALANGI</b> (Earlier tentative base location Was <b>Mahulapatna</b>  <b>Serving-9 PuL</b>	Ghaturukhal
		Temra
		Gunjamali
		Kalati
		K.Chepta
		Kanasukuli
		Maligaon
		Benakhamar
		Karbadi
KORAPUT (1 base location)	<b>BARANGUDA</b> (Earlier tentative Base location Was <b>Tikarpada</b> )  <b>Serving-6 PuL</b>	Tikarpada
		Mahadeiput
		Mundaguda
		Durlaghat
		Patraput
		Khamuri
KENDRAPADA (2 base location)	GUPTIGHAT (Rajnagar block) <b>Serving- 5 PuL</b>	<b>Junus Nagar</b>
		<b>Keruapal</b>
	BATIGHAR (Earlier tentative base location was <b>Kharinashi Ghat</b> , Mahakalpada block) <b>Serving – 6 PuL</b>	<b>Khairnasi</b>
		<b>Nipania</b>
MALKANGIRI (2 base location)	KUNTURPADAR (serving 9 PuL)	Katuguda
		Kenduguda
		Khatuaguda
		Anjariaguda
		Gadhaguda
		Chhaparaguda
		Panasagandhi
		Nilaram
		Singaram
	ORAPADAR (serving 26 PuL)	<b>GHUSUMPADAR</b>
		Bachalpadar
		Ramaguda
		Kodigandhi
		Ghanabeda
		Tentulipadar
		Sanyasiguda,
		Sadaramguda
		Totaguda
		Disariguda
		Mudiliguda
		Amlibeda
		Tikarpada
		Naringijhola
		Anguruguda
		Dhakadapadar

Name of district	Base location	Finalised Pickup location
		Dabuguda
		Sana Amlibeda
		Panaspadar
		Palaspadar
		Panpadar
		Majaguda
		Talapadar
		Jhendaguda
		Pejabasa
		Jantri

- **PuL** –Pick up location.