



ZIQITZA HEALTH CARE LTD.

**REQUEST FOR PROPOSAL FOR DESIGN, FABRICATION,
SUPPLY & COMMISSIONING OF 6 NUMBER OF 6 SEATER FRP
BOAT AMBULANCES & 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 6 no of 6 seater FRP Boat Ambulances as per detailed specifications given in the Annexure.

BID INFORMATION

Sl No	Tender No and Date	ZHL-004 of 2017-2018 dated 28 th Sep,2017
1.	Items to be procured	1. Supply of 6 no's FRP Boat Ambulances 2. FRP Floating Jetty With 60 Walkway (Details attached at Annexure-9)
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	20 th October 2017, 11:00 AM
4.	Last date of sale of tender paper	6 th November 2017, 5:00 PM
5.	Date and Time for Submission of Tender Documents	6 th November 2017, 05:00 PM
6.	Date and Time of Opening of Technical Proposal	10 th November 2017,11:00 AM
7.	Date and Time of Technical Presentation	10 th November 2017,11:00 AM
8.	Date of opening of Financial proposal	10 th November 2017,11:30 AM
9.	Venue for the above	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 up to 1800 Hrs of 6th November 2017.

Any noncompliance of 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: ZHL-RFP-004

Date: 28th Sep'17

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 and can also be purchased in hard copy at our office on payment of Rs.5,000/- (Rupees Five Thousand Only) towards Non-refundable Tender Fee, by way of a Demand Draft drawn in favour of “Ziqitza Health Care Ltd.”, payable at Mumbai, Odisha.

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, Niranjan Building,
99 Marine Drive
Mumbai 400 002
Ph: 022 2657800
www.zhl.org.in

SECTION 2: GENERAL INSTRUCTIONS TO BIDDERS

1. Scope of work:

The total supply of 6 FRP Boat-Ambulances and 60 numbers of FRP floating Jetty with Walkway as per detailed specifications given. Delivery schedules are also 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 3 crores during the preceding 3 years.
- c. A minimum of 3 years experience in the field of building customized boats is mandatory.
- d. Subsequent to finalisation of agreement, no request for any change of price or extension of time will be acceptable.
- e. 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 of at least one year against any defect developed during the warranty period. It 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, year to year basis.

5. Earnest Money Deposit:

Earnest Money Deposit of Rs.10, 00,000/-(Rupees Ten lakhs) is in the form of Demand Draft/Bankers Cheque 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 the 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.

If any Company / builder is specifically exempted from furnishing EMD under any statute/guideline/notification, the copy of the same should be provided along with the bid documents.

6. Performance Security Deposit:

The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit in the form of Bank Guarantee for a value equivalent to 5% of value of the order valid till the work is completed, in favour of Ziqitza Health Care Ltd. Amount of Earnest Money Deposit can be adjusted into the Security deposit.

The Performance Security shall be returned to the vendor on successful completion of the Contract. 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 (g) to (i) of Special Terms and Conditions of this RFP.

8. Payment Terms:

Stage payments will be made as per the schedule given below:

Percentage of Total Value	Description of Stage of Work
10%	On Completion of Mould
20%	After completion the Moulding of the Hull of the Boat
20%	On Completion of Superstructure and Installation of Engine
20%	On Completion of Boat including cabin and all fittings accessories
Balance 30%	On trial and successful Delivery & Launching at site as per Detailed Tender Call Notice

N.B : Each stage payment will be released after inspection by the Consultant, IIT Madras appointed by NHM, Odisha and on furnishing of certificates from IRS/any other statutory body for materials used for construction of vessel, any test result of hull lamination , satisfactory workmanship including successful trial after launching .

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

Failure to complete the assigned task within the stipulated time will attract a penalty of 1% per week with a maximum of 10% of the Contract value. 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. Technical Evaluation Criteria

Technical Evaluation Criteria			
Sl. No	Criteria	Maximum Marks	Marks obtained
1	Bidder having manufactured / built boat ambulances which are mentioned/specified in the Request For Proposal Documents to the extent of at least 10 units during last three years.	20	
2.	Technical Presentation highlighting features of Boats & Jetties to be delivered	20	
3.	Number of Boats & Jetties supplied with due certification from IRS/Statutory Body	20	
4	Current Orders in Hand	10	
5.	Avg. duration for supply of current size vessel	10	
6.	Years of Experience in similar field	10	
7.	Service Centres under occupancy	10	

N.B: The weightage of markings will be relative wherein the bidder with the highest number will get the highest and others will get proportionate marks

All Applicants shall be required to make presentations up to 30 minutes, before opening of Financial Proposals, 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.

11. 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 proposals 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 Proposal and the Financial Offer separately in two envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL". These envelopes shall than 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.5,000/- drawn on any nationalised bank in favour of Ziqitza Health Care Ltd., payable at Mumbai.
- ii) Demand draft / Bankers Cheque towards EMD (Earnest Money Deposit) for an amount of Rs 10, 00,000 drawn on any nationalised bank in favour of Ziqitza Health Care Ltd., payable at Mumbai.
- iii) Certificate regarding approval by IRS/any other statutory body in respect of building set up, drawings and designs and materials.
- iv) Copies of documents defining the constitution or legal status, place of registration.
- v) Details of VAT registration, Service Tax registration, Details of PAN/TAN registration.
- vi) Annual Financial Statements & Income tax returns for the preceding 3 years.
- vii) List of Board of Directors / Members of Consortium names mentioned in the official letter head copy.
- viii) Certificate of Turnover for the preceding 3 years duly certified by a Chartered Accountant.
- ix) 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.
- x) Details of supplies made during the last three years with summary of Purchase orders and Performance Certificate issued by the clients.
- xi) Similar supply of vessels/boats to any Govt authority enclosing the purchase order and performance certificate if any.
- xii) Address and contact details of nearest service centres.
- xiii) Authorisation from the Company for the person signing the RFP/ Tender documents/ attending the bid meeting/ negotiations.
- xiv) Tender documents duly signed on all the pages by a person authorised to do so by the bidding firm.
- xv) 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.

- xvi) 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.
- xvii) Drawings and design of the boat ambulance duly approved by IRS & Catalogue of the boat Ambulance to be attached.

(b) Price-bid for Commercial Evaluation:

The price offered in the tender should be inclusive of all cost and taxes, 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 boat ambulance to enable comparison for determining the L1 rate . Excise duty, Service Tax, VAT 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:

Both the above mentioned sealed covers (Technical / Preliminary and Commercial) are further to be placed inside a sealed cover and superscribed "**TENDER FOR MAKING & SUPPLYING FRP BOAT AMBULANCES (SIX NO'S) WITH SUITABLE JETTY SYSTEM**" and must be received at the office of Ziqitza Health Care Limited, Plot No.288, 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

- (a) The building setup and process of manufacture should be IRS approved. Further the drawing and design to be submitted by the bidder with the tender and the raw materials to be used for construction of the boats should be IRS approved.
- (b) The drawing & design submitted by the successful bidder is to be duly vetted by the NHM appointed Consultant (IIT, Madras, Dept. of Ocean Engineering). The duly vetted design of the Consultant has to be adhered during manufacturing process.
- (c) The bidder must intimate ahead of ten days for concurrent inspection by the NHM appointed Consultant,(IIT, Madras, Dept. of Ocean Engineering),on various stages of construction of the boats i.e.
 - 1. Completion of Mould
 - 2. Completion of Hull
 - 3. Completion of superstructure and installation of engine
 - 4. Completion of Boat including cabin and all fittings & accessories
 - 5. Completion of launching, trial and delivery.

During inspection if any fault or defect arising out from faulty design or defective material or workmanship in the vessel become apparent, it shall be notified by NHM immediately and the same must be corrected/rectified at the cost of vendor.

- (d) Final certification by the IRS, the onus would lie upon the bidder. On completion of construction, the manufacturer shall furnish the certificates from IRS on materials used for construction of vessel, satisfactory test result of Hull lamination and satisfactory workmanship.
- (e) The client shall finalize the colour of exterior/interior and branding of the Boat Ambulance.
- (f) Vendor will give at least seven days notice for inspection & trial run of the boats at vendor's yard prior to loading on trailer/truck

- (g) 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.
- (h) 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.
- (i) Details given in the “Packing, Marking, Shipping and Documentation Specification for Indigenous Materials”-where ever enclosed with a purchase order shall be strictly followed.
- (j) 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.
- (k) Transit Insurance: For Transit Insurance up to the point of delivery / discharge the onus lies with the vendor.
- (l) Transportation: The FRP Ambulance boat will have to be delivered near jetty at the designated site of the four districts i.e. Kalahandi, Koraput, Malkanagiri & 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 & trial run for boats at vendor’s yard prior to loading on trailer/truck.

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 boat ambulance separately if the price of the boat ambulance 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

<p>Nature of work – Design, fabrication, supply & commissioning of FRP Boat to meet the operational requirement for use as an ambulance boat in the rivers, lakes and reservoirs of Odisha, as per specifications detailed below</p>	<p>Number of Boat Ambulances</p>
<p>6 seater FRP Boat Ambulance FRP Floating Jetty with Walkway</p>	<p>6 Numbers As per actual requirement</p>

A. FRP BOAT AMBULANCES :

1. **MAIN PARTICULARS :**

Length (Overall)	: 11.00 Mtrs.
Breadth (Overall)	: 3.30 Mtrs.
Depth	: 1.60 Mtrs.
Draught	: 0.70 Mtr.
Engine	: 1(One) no. 60 HP Inboard water cooled marine diesel engine coupled to 2:1 reverse reduction hydraulic gear box
Steering	: Hand hydraulic system
Capacity	: Passengers (including one Patient) – 6 Persons
Crew	: 3 Persons
Personal belongings	: 270 kgs. (@30kgs. per person)
Speed	: 8(eight) knots
Material of Construction	: FRP (Fiber glass Reinforced Plastic)

All the materials such as glass fibre, polyester resin, gel coat, etc., will be of best quality. Steel fittings wherever required will be galvanized or powder coated and will have good smooth surfaces. The workmanship and finish will also be of good standard and to the satisfaction of the customer.

2. **CONSTRUCTION :**

a) **Hull and Superstructure :**

The shape of the hull will be round bilge at ford and chine at aft.

The hull structure will be made of FRP construction with one longitudinal centre girder and sufficient transverse frame with 500 mm spacing.

All frames, stiffeners, keel, transom, bulkheads, floor, deck, etc. should be constructed as per the best boat building practices.

The thicknesses and other features of the hull are as follows:

Keel	- 10 mm
Bottom	- 8 mm
Sides	- 7 mm
Sheer	- 8 mm
Frame spacing	- 500 mm
Bulk heads	- 12 & 19 mm plywood with FRP lining

The deck will be constructed of FRP PVC foam sandwich construction. Proper supports, stiffeners, etc. will be provided.

The superstructure will be made of FRP with roof of FRP PU foam sandwich construction for insulation as well as strength and further strengthened with FRP hat sections consisting of one longitudinal and several transverse frames with 500 mm spacing. Additionally tubular steel pillars to be given as supports as required.

The superstructure will have two sections. The forward section will be the patient's cabin and the aft section will be the engine room.

Buoyancy as required is to be provided using polystyrene as the buoyancy material kept below the floor level.

4(four) nos. MS bollards should be fitted on the deck.

b) Patient's Cabin & Engine Room:

The patient's cabin will be having an entrance from the front with steps. Sufficient space should also be provided at the fore deck for easy entrance into the patient's cabin. One stretcher and FRP seating arrangement for 5(five) persons will be provided. Adequate space to be provided and earmarked for keeping an oxygen cylinder, other equipments and apparatus required in an ambulance.

The engine room will have an entrance from the aft. The marine diesel engine will be installed in the engine room and a suitable FRP cover will be provided.

A full partition will be provided between the patient's cabin and engine room made of FRP PVC foam sandwich construction. Access will be provided from the patient's cabin to the engine room on the starboard side.

The floor will be of FRP PVC foam sandwich construction. A coat of resin with suitable colour is to be given to the floor.

Aluminum sliding type windows with toughened glass to be provided on both the sides.

Stainless steel railing should be provided inside as well as over the super structure for safety along the pathways.

A First Aid Box should be fitted at a suitable location. 1(one) no. 200 ltrs. water tank is to be kept over the cabin at aft.

A partly hanging toilet will be provided at aft for passengers and crew.

c) Wheel House :

Helmsman steering console is to be given on one side above the engine room with gear lever accelerator and other controls. A suitable ladder is to be provided for the access to the helmsman. A wiper is to be provided to clean the front glass. One light and a small 12 V fan to be fitted inside.

d) Engine, Propulsion & Steering System :

1(One) no. inboard marine water cooled diesel engine of approx. 60 HP at 2200 RPM of Ashok Leyland/Simpson or any reputed make coupled with 2:1 hydraulic reverse reduction gear box is to be installed.

The stern gear will consist of a brass stern tube with SS shaft, gun metal bushes and a four bladed manganese bronze propeller. The propeller will have a guard at the bottom which should be a support to the rudder system. The cooling water will be drawn by a sea water pump from the bottom of the hull with a FRP sea chest fitted as an integral part of the hull at a suitable height with a flange type closure for easy cleaning, if required, without dry docking of the boat.

A diesel tank is to be provided at a suitable location with proper piping for inlet and overflow arrangement. Appropriate fuel tank size, for a 100KM voyage is to be provided onboard. Air intake system should be properly made to see that no warm air gets in to the system. Engine casing made of FRP should be of openable type.

An exhaust outlet is to be provided so as to allow the fumes be mixed with the cooling waterline coming out of the water cooled exhaust manifold.

Engine start and stop function switches and all the control gauges (electrical) with switches for navigation should be given at the helmsman's dashboard.

The steering and rudder system should be strong enough to withstand load in adverse conditions. The rudder assembly should have gunmetal bushes and gland packing in the system with a thrust bearing to take the load. The rudder assembly compartment to be at the aft of the boat.

The steering gear should be of hand hydraulic type connected by pipes to the tiller end.

3. **Electricals & Machinery :**

A 12 V/24 V electric lighting system as per alternator of the engine has to be given for the entire lighting and navigational requirement with proper installation and fuse boxes. Navigational lights (Port & Starboard) on the superstructure, mast light and stern light on the FRP mast (at ford of super structure), search light, wiper and horn to be provided.

A 12 V/24 V electric automatic submersible bilge pump with float switch to be placed at the lowest point of the hull with delivery pipe at a suitable place on the hull. The drainages from other compartments are to be connected up to the bilge pump through pipes and valves.

4. **Safety, Life Saving & Fire Fighting :**

Life Jackets(9 nos.), Life Buoys(2 nos.), MS fabricated Anchor with PP rope (1 no.) and PP mooring ropes(2 nos.) and fire extinguishers(2 nos.) are to be provided in the boat.

5. Certificated/documents to be submitted:

- 1) Builder's Test Certificate
- 2) Stability Report
- 3) Engine manufacturer's warranty
- 4) Completion & trial certificate from IIT Madras / Statutory Body

Scope of Fabrication for fitment of Medical equipment in the Boat Ambulance.

Sl.No.	Equipment Name	Quantity	Description
1.	Scoop Stretcher	1	Length : 160 to 200 cms Width: 42 cm(Minimum) Weight : < 10 k.g.
2	BP Instrument Aneroid	1	Standard equipment
3.	Stethoscope	1	Standard equipment
4.	Pneumatic Splints set of 6 Adult sizes with carrying case	1 set	
	Hand & Wrist		
	Half Arm		
	Full Arm		
	Foot & Ankle		
	Half leg		
	Full leg		
5.	Gauze Cutter	1	Standard equipment
6.	Artery Forceps	1	Standard equipment of 14 cm
7.	First Aid Bag	1	Dimensions: .30X18X15 cm
8.	Spinal Board	1	Standard equipment
9.	Oxygen Cylinder "D" Type	1	Standard equipment
10.	Roll-In Patient Stretcher Cum	1	Standard equipment

	Trolley		
11.	Universal Head Immobilizer	1	Standard equipment
12.	Spine Board	1	Standard equipment
13.	Evacuation Chair	1	Standard equipment
14.	Suction Aspirator	1	Standard equipment
15.	Intubation Kit	1	Standard equipment
16.	Emergency Kit	1	Standard equipment
17.	Syringe Infusion Pump	1	Standard equipment
18.	AED to deliver Bi Phasic technology to deliver 200 joules shock with AC/DC charging provision.	1	Standard equipment

B. FRP FLOATING 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 PROPOSAL

Annexure 1 -Delivery Schedule

The successful bidder has to deliver 6 FRP Boat Ambulances near jetty at the designated site of the four districts of Odisha, i.e. Kalahandi, Koraput, Malkanagri & Kendrapara within six months from Issue of Work Order.

Batch	No of FRP Boat Ambulance	Schedule
I	1st	Within 105 days from issue of work order
II	2 nd to 6th	One boat in each successive fortnight

N.B.: The successful bidder has to deliver Jetties required for identified pick up points and base location along with the respective Boat Ambulance.

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.	

ZHL – RFP-004 dated Sep 28, 2017

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 Boat Ambulance 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	2013-2014	
2	2014-2015	
3	2015-2016	
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
Design, Fabrication, Supply and commissioning of 6 seater FRP Boat Ambulance		6	
FRP Floating Jetty with Walkway		Variable and will depend on actual requirement	
Total in Figures and Words			

Signature and Seal of the Bidder

Notes:

1. The rate quoted against each item should be inclusive of all taxes, 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.

Name of district	Base location	Finalised Pickup location	
KALAHANDI (1 base location)	TALANGI (Earlier tentative base location Was Mahulapatna Serving-9 PuL	Ghaturukhal	
		Temra	
		Gunjamali	
		Kalati	
		K.Chepta	
		Kanasukuli	
		Maligaon	
		Benakhamar	
		Karbadi	
KORAPUT (1 base location)	BARANGUDA (Earlier tentative Base location Was Tikarpada) Serving-6 PuL	Tikarpada	
		Mahadeiput	
		Mundaguda	
		Durlaghat	
		Patraput	
		Khamuri	
KENDRAPADA (2 base location)	GUPTIGHAT (Rajnagar block) Serving- 5 PuL	Gupti Ghat	
		Keruapal	
	BATIGHAR (Earlier tentative base location was Kharinashi Ghat ,Mahakalpada block) Serving – 6 PuL	Khairnasi	
		Nipania	
MALKANGIRI (2 base location)	KUNTURPADAR (serving 9 PuL)	Katuguda	
		Kenduguda	
		Khatuaguda	
		Anjariaguda	
		Gadhaguda	
		Chhaparaguda	
		Panasagandhi	
		Nilaram	
		Singaram	
		ORAPADAR (serving 26 PuL)	GHUSUMPADAR
			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