



Tele : + 91-33--23248115
 Fax : + 91-33-23248028
 Email : icgskol@gamil.com

Reply should be addressed to
 The Commanding Officer,

ICGS Kolkata
 6th Floor,
 Synthesis Business Park
 Rajarhat, New Town
 Kolkata – 700 161

436/MT/HIRING/18-19

24 May 18

**REQUEST FOR PROPOSAL FOR ESTABLISHING ANNUAL RATE CONTRACT FOR
 HIRING OF TRANSPORT FOR CGRHQ(NE), ICGS KOLKATA, CGRPT (KOL),
 CGTLO(BKP) AND VISITING SHIPS FOR FY 2018-2019**

Our Ref No.	436/MT/HIRING/18-19	Date:	May 18
		24 May 18	

Sir,

1. "Online bids" (under Single stage two bid system) are invited from Registered/approved/reputed firms by the Commanding officer ICGS Kolkata for **"ESTABLISHING ANNUAL RATE CONTRACT FOR HIRING OF TRANSPORT FOR CGRHQ(NE), ICGS KOLKATA, CGRPT (KOL), CGTLO(BKP) AND VISITING SHIPS"**, listed in **Part II** of this RFP. **Manual bids shall not be accepted.** Tender document can be viewed and downloaded from CPPP site <https://eprocure.gov.in/eprocure/appas> per the schedule given in CRITICAL DATE SHEET. The tender document can be obtained from The Commanding Officer (for Logistics Officer) 6th Floor, Shrachi Building, Synthesis Business Park, New Town, Rajarhat Kolkata – 700 161/ ICG website www.indiancoastguard.gov.in. The CRITICAL DATE SHEET are as under:-

CRITICAL DATE SHEET

SL. NO.	DESCRIPTION	DATE & TIME
(a)	Published Date	24 May 18 (1700 hrs)
(b)	Bid Document Download / Sale Start Date	25 May 18 (1000 hrs)
(c)	Clarification Start Date	25 May 18 (0900 hrs)
(d)	Clarification End Date	29 May 18 (1700 hrs)
(e)	Pre-bid Meeting	---
(f)	Bid Submission Start Date	26 May 18 (1000 hrs)
(g)	Bid Document Download / Sale End Date	12 Jun 18 (1700 hrs)
(h)	Bid Submission End Date	12 Jun 18 (1000 hrs)
(j)	Opening Bid	13 Jun 18 (1500 hrs)

2. The address and contact number for sending online bids or seeking clarifications regarding this RFP is as follows:

The Commanding Officer
(for Logistics Officer)
6th Floor, Shrachi Building,
Synthesis Business Park,
New Town, Rajarhat
Kolkata – 700 161
Tele : + 91-33-23248028, Fax : + 91-33-23248029
Email id: icgskol@gmail.com

3. The RFP is divided into five parts as follows:-

(a) **Part - I** Contains General Information and Instruction for the Bidders about the RFP such as the time, place opening of bid, submission of EMD/PBG and opening of tenders, validity period of tenders etc.

(b) **Part - II** Contains essential details of the services required such as the Schedule of Requirements (SOR), Technical Specification, Delivery Period, Mode of Delivery and Consignee Details.

(c) **Part - III** Contains Standard conditions of RFP, which will form part of the Contract with the successful bidder.

(d) **Part - IV** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part - V** Contains Evaluation Criteria and Format for online Price bids.

This RFP is being issued with no financial commitments and the customer reserves the right to change or vary any part thereof at any stage. The buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. You are requested to comply with all the terms and conditions mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm, Relaxation/deviation of terms/conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard.

6. Bids documents may be scanned with 100dpi with black and white option, in PDF format which helps in reducing size of the scanned document.

7. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions' to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

8. Bids shall be submitted online only at CPPP website :
<https://eprocure.gov.in/eprocure/app>.

Thanking You,

Yours faithfully,



(Richa Singh)
Dy commandant
Motor Transport Officer
for Commanding Officer

Enclosures: (i) RFP Part - I to V
(ii) Annexure - 'A'
(iii) Annexure - 'B'

Part I – General Information

1. **Last date and time for depositing the online bids. As per critical date sheet**

The online single stage two bid system (technical and commercial) should be uploaded as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the bids.** Online Bids be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids or Bid documents. Bids sent by FAX or e-mail will not be considered.

3. **Time and date for opening of bids. As per critical date sheet**

(If due to any exigency, the due date for opening of the bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.)

4. **Location of the tender box.** NA

5. **Place of Opening of the Bids.** ICGS Kolkata, Synthesis Business Park, 6th floor, Shrachi Building, New Town, Rajarhat, Kolkata – 700 161.

6. **Single stage two bid system.** The case is being processed on **Single stage two bid system**, the bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical and commercial compliances based on requisite documents received online will be carried out by a board of officers. The details of TEC and commercial evaluation will be uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

7. **Forwarding of bids.** Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo/letter pad in the form of PDF.

8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing by the clarifications as per critical date sheet at address at mentioned above.

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

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

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

10. **Clarification regarding contents of the Bids.** During evaluation of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Collussing by the bidder in any form, unsolicited offer and post-tender transaction may invoke summary rejection with forfeiture of EMD. Conditional bids shall be rejected.

12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the unwilling Bidder may be debarred for the given range of items as mentioned in the RFP.

13. **Validity of Bids.** The bids should remain valid **90 days** from the last date of submission of the bids.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **1,10,000/- (Rupees One Lakh Ten thousand Only)** in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in the name of **The Commanding Officer, ICGS Kolkata** as per Form DPM L3 (Available in MOC website and can be provided on request). EMD is to remain valid for a period of **forty-five days beyond the final bid validity period**. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DIS&D), National Small Industries Corporation (NSIC) or any Department of MOC or MOU (e.g. The EMD will be forfeited if the bidder withdraws or amends, impairs or degrades from the tender in any respect within the validity period of their tender).

15. **Revision of Contract Rates** The initial agreement is for a period of one year however the same can be extended for up to three months if mutually agreed to by the contracting unit - ICGS Kolkata.

16. **Right to terminate the contract:-**

(a) The first party reserves the rights to cancel or terminate the contract agreement with reason and time maximum up to one month.

(b) The first party also reserves the right to terminate the contract without assigning any reason and without giving any time.

(c) Contract will be terminated if violation or breach of any one or more terms/conditions is observed. It will be up to the First party to give any warning time for improvement by the Second party or not.

(d) Poor performance of Staff, irregularity in reporting, misconduct or unlawful conduct by the Staff, breach of security, breach of contract terms, association with unlawful organization or individuals/elements, espionage, disregard to office rules etc. will also qualify for termination/ suspension of contract by the first party as well be subjected to action as per law/ways by the first party.

(e) The EMD cum security deposit will be returned/forfeited, adjusted as per terms given above.

(f) First party can float tenders for new rate contract before actual date of termination of contract and second party will have no objection to that. However, new rate contract will be signed only after due date of termination of contract.

PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Schedule of Requirements.** Schedule of Requirements is as follows :-

Sl	Name/ Type of Vehicle	Description	Qty required
(a)	Car(Non AC) (Daily Basis)	Tata Indica, Maruti Alto, Maruti Swift, Tata Bolt or equivalent without boot space.	05 on Daily basis
(b)	Car (Non AC) (As and when required Basis)	Tata Indica, Maruti Alto, Maruti Swift, Tata Bolt or equivalent without boot space.	950/year
(c)	Car(AC) (As and when required Basis)	Tata Indigo, Maruti Swift Dzire, Toyota Etios liva, Toyota Etios, Hyundai Xcent, or equivalent.	20/year
(d)	Car(Sedan Premium) (As and when required Basis)	Honda City, Honda Civic, hyundai Verna, Maruti Ciaz or equivalent.	50/year
(e)	Multi Utility Vehicle (Daily Basis)	Innova, Scorpio, Tata Safari, Tavera or equivalent.	312/year
(f)	Mini bus non AC 15 Seater	As and when required	72/year
(g)	Mini bus Non AC 36 Seater	-do-	48/year
(h)	Bus 52/56 Seater non AC	-do-	72/year
(j)			

2. **TECHNICAL DETAILS:-**

The following details and documents are to be submitted:-

(a) Details of the vehicles along with copy of permit for commercial use are to be provided with the Technical bid. A minimum of two vehicles need to be owned by the transport firm/partner.

(b) Copy of the RC/ TC book of the vehicles is to be submitted as a proof.

(c) Copy of the valid comprehensive insurance policy of the vehicles is to be enclosed. (Insurance of the vehicle, and the risk of passengers travelling in the vehicles, third party insurance should be covered by the bidder to the extent of liability specified in the Motor Vehicles Act & Rules made there under or any other law applicable in that respect).

(d) Declaration from the bidder on their letter head stating that the drivers are of good characters, have valid driving license, awareness of roads, Traffic Rules and are competent to drive. They will be in uniform with shoes and with mobile at the time while on duty.

(e) The bidder must provide at least one client certificate of satisfactory performance from the parties to whom they have provided vehicles during the last two financial years i.e., **2014-15 2015-16.**

(f) Bidder shall produce along with tender, Partnership deed, if any.

(g) Following details about the transport company/firm are to be furnished

- (i) Company Name and Owners names
- (ii) PAN No.
- (iii) GST No.
- (iv) Financial Audit report 2016-17
- (v) Copy of latest income tax return to be enclosed
- (vi) Address of Registered Office and Telephone No
- (vii) Firm Registration No. with RTO West Bengal alongwith details of valid permit for operating of vehicles on commercial basis.(Copy of Certificate to be enclosed).
- (viii) Any other details

(h) Only those transport firms who are fulfilling the above mentioned conditions and specifications would be considered.

3. **Online submission of Single stage two bid system.** The case is being processed on single- bid system and bids would be opened online at the time and date mentioned in Critical Data Sheet. The compliance of Bids would be determined on the basis of the parameters specified in the RFP. The Bidders are advised to submit signed and scanned copy of the duly filled par forma along with all supporting documents as per **Annexure 'A'** of RFP. Instruction for online bid submission is annexed as per **Annexure 'B'**. The following documents form part of online bid:-

- (a) Signed and scanned copy of NSIC certificate, if any
- (b) Signed and scanned copy of Registration certificate from ICG, if any
- (c) EMD as per para 14 of part 1 of this RFP.

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

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

4. **Price Bid:** - Parameters for quoting rates for hiring cars on daily basis would be:-

(a) **Local:** -

(i) Normally, the vehicle is hired for 12 Hrs/120 Kms. Extra Hrs/Kms will be charged only beyond 12 Hrs/120 Kms (if the vehicle is used for more than 12 hrs or 120 Km or both) on the pro rata basis as per rates quoted for 12 Hrs/120 Kms. If the vehicle is hired for 06 Hrs/60 Kms, the charges will also be paid on pro rata basis as quoted for 12 hrs or 120 Km, however the extra Hrs/Kms can be charged to the extent till such charges are below that of 12 Hrs/120 Kms. The first party will have right to retain such vehicle for 12 Hrs/120 Kms to ensure economy.

(ii) Rates are to be quoted for **12 Hrs/120 Kms** per day. Additional per hour and per kilometer charges will be paid on pro rata basis. Thirty minutes and above will be charged as one hour. Time below 30 minutes will be ignored.

(iii) The bid/quotations should be exclusive of the taxes. The GST certificate to be mentioned.

(b) **Outstations.** Payments for outstation requirements will be on pro rata basis as per rates quoted for 12 Hrs/120 Kms for all the vehicles which will also include Night Halt Charges.

(c) No hike/revision in the rates will be considered on account of fuel price escalation during the currency of the rate contract.

5. **Scope of Annual Rate Contract.** The Proposed Annual Rate Contract will be agreement between the purchaser and lowest bidder(s) (supplier) to supply the hired vehicles included in this tender at specified prices, terms and conditions during the period of the contract. ARC will be in the nature of a standing offer and neither any quantity nor any anticipated draws are guaranteed. As the ARC is a standing offer, either party (seller / buyer) can revoke it at any time after giving a reasonable notice (at least 60 days in advance) and opportunity. However, once a supply order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contract and the supplier will be bound to supply the ordered quantity.

6. **Delivery Period.** The Successful bidder/contractor will be required to sign an agreement with the Buyer with 07 days from the date of written intimation to this effect. Supply order/job order will be issued against the contract agreement for hiring of vehicles on as required basis. Intimation regarding the daily requirement of vehicles shall be conveyed telephonically at or before 2000 Hrs on the previous day by the MTO/MT section of ICGS Kolkata. Subsequently, such intimation in writing shall follow. Please note that Contract can be cancelled unilaterally by the Buyer in case contracted items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

7. **Consignee Details / Reporting of Vehicles.** The required vehicles will report to ICGS Kolkata (Motor Transport Officer), 6th Floor, "A" Wing, Synthesis Park, Sharchi Building, New Town, Rajarhat, Kolkata – 700 161 or designated place as directed on date/time notified to the contractor by MTO/MT Section. All vehicles must have sufficient fuel while reporting on duty for full day and no vehicle will be accepted with less fuel.

8. **Period of Contract.** The period of contract is for one year from the date of signing of the contract and may be extended if required with agreement between both buyer and the contractor on the same rates, terms and condition of the existing ARC.


PART III – STANDARD CONDITIONS OF RFP

The bidder is required to give confirmation of their acceptance of the standard conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder. Only the relevant portions of the standard conditions have been reproduced below. For the complete conditions you may log on to Ministry of **Defence official web site**.

1. **Law.** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective date of the Contract/Work Order.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clauses of arbitration is as per Forms DPM-7, DPM – 8 and DPM -9 (available in MOD website and can be provided on request).

 4. **Penalty for use of undue influence.** The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage inducement to any person in service of the Buyer or otherwise procuring the Contracts forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without knowledge of the contractor) or the commission of any offers by the Contractor or any one employed by him or acting on his behalf, as define in chapter IX of the Indian penal code,

1860 of the prevention of corruption Act, 1988 or any other act enacted for the prevention of corruption shall entitle the customer to cancel the contract order and all or any other contract orders with the contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer / employee of the Buyer or to any other person in a position to influence any officer / employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission.** The Contractor confirms and declares to the Buyer that the Contractor is the original provider of the services referred to in this contract order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract order to the bidder, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the bidder has engaged any such individual/ firm, and paid oriented to pay any amount gift reward fees, commission or consideration to such person, party firm or institution, whether before or after the signing of this contract order, the bidder will be liable to refund that amount to the customer. The bidder will also be debarred from entering into any contract order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract order either wholly or in part, without any entitlement or compensation to the bidder who shall in such an event be liable to refund all payments made by the customer in terms of the contract order along with interest at the rate of 2 % per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contract order concluded earlier with the Government of India.

6. **Access to books of accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents / agencies commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan design, pattern, sample or information thereof to any third party.

8. **Liquidated damages.** In the event of the Seller's failure to submit the books, Guarantees and Documents, supply the stores/goods/services and conduct trials, installation of equipment, training, etc. As specified in this contract, the buyer may, at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed, liquidated damages/penalties on noncompliance of any of the following :-

Sl	Description	Minimum Penalty
(a)	For not providing vehicle in time	Rs. 200/- (Two hundred only) per Hour
(b)	Faulty functioning of vehicle or fail to proved good quality of vehicle	Rs. 500/- (Five hundred Only) Peer day
(c)	Non Supply of vehicle/Driver missing from place of duty after reporting	Rs. 2000/- (Rupees Two thousand only) per vehicle/ Day
(d)	For not providing substitute vehicle in case of breakdown	Rs. 2000/- (Two Thousand only) per vehicle/Day

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the item/vehicle is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of item/vehicle is delayed due to causes of Force Majeure by more than (01months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrials property rights. The contractor shall indemnify the Buyer against all the claims from the third party at any time on the account of the infringement of any or all the rights mentioned in previous paragraphs, whether such claims arise in respect of use. The Contractor shall be responsible for the completion of training aggregates of the fact of infringement of the services, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.

14. **Taxes and Duties.**

(a) If Bidder desires to ask for excise duty or Sales Tax/ VAT or CST or any other tax or duty extra, the same must be specifically stated. In the absence of any such stipulated, it will be presumed that the price includes all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/ tax will be entrained after the opening of tenders.

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

(d) If a Bidder is exempted from payment of any duty/ tax up to any value of services from them, he shall clearly state that no such duty/ tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/ quantum of any duty/ tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a contractor that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the bidder, who fails to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other bidder.

(e) Any change in any duty/ tax upward/ downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/ tax paid by the Contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all relief, exemptions, rebates, concession etc. if any obtained by the Contractor.

(f) **Sales Tax / VAT (Blank)**

(g) **Octroi Duty & Local Taxes(Blank)**

(f) **GST:** HSN code is to be mentioned against the item. The applicable GST will be paid against the proof of payment to Govt. Relevant notification against this HSN code will be uploaded after downloading the same from CBEC website.

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

PART IV – SPECIAL CONDITIONS OF RFP

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

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (SBI, Syndicate Bank, ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry of the contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **Option Clause.** This contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause.** This contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of Buyer to place the Repeat order or not.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required services upto that limit without any change in the terms and conditions and prices quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders of receiving payments through ECS is at Form DPM-11(Available in MoD website and can be given on request).The payment will be made as per the following terms, on production of the requisite documents :
 - (a) Payment will be made on monthly basis after successful execution of supply/job orders issued against the RC during this period.

(b) Amount of LD/Risk Expense/Penalties etc., if any will be deducted from the billing amount.

6. **Paying Authority.** The payment of bills will be made by the Principal Controller of DefenceAccounts(Navy), Kolkata on submission of the following documents, whichever applicable, by the seller along with the bill through this office :

- (a) Ink-signed copy of Contingent Bill.
- (b) Ink-singed copy of Commercial Invoice/Seller's Bill.
- (c) Copy of Work Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (d) Work Done Certificate(to be raised by the Buyer).
- (e) Duty Slips/Trip Sheets duly signed by the user.
- (f) Performance Bank Guarantee/Indemnity bond where applicable.
- (g) DP extension letter with CGA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (h) Details of electronic payment viz., Account Holder's name, Bank name, Branch Name and Address, Account Type, Account Number, IFSC Code, MICR code (if these details are not incorporated in Supply Order/Contract).
- (i) Any other document/certificate that may be provided for in the Supply Order/Contract.
- (j) User Acceptance, Where applicable.
- (k) Photocopy of PBG.

8.

General Conditions.

(a) **Vehicle.**

(i) The seller, hereafter called as second party agrees to provide the vehicles to Indian Coast Guard units i.e., CGRHQ(NE), ICGS Kolkata & Coast Guard units at Kolkata as per the terms and conditions of the rate contract.

(ii) The second party agrees inspection of vehicles whenever requisition will be submitted by authorized reps of this headquarters not less than 06 hours in advance. No charges will be claimed by firm for such inspection.

(iii) The number of vehicles hired is subject to the requirements of buyer hereafter called as first party and may change from time to time. The second party agrees to provide vehicles without any preconditions to minimum/maximum number of vehicles.

(iv) The vehicles will normally be hired by first party on 12 hrs/120 Km basis. Requirement of lesser period will be specified by the first party but will not be less than 06 hrs/60 Kms. Any period of less than five hours will be considered as for 06 hrs/60 Kms.

(v) The second party agrees that the vehicles being hired must be in possession of valid RC books along with proof of registration with the West Bengal Administration and should have current **valid operating (commercial) permit from the concerned competent authority**. Letter from RTO regarding change of ownership of vehicles/similar documents will not be accepted as RC book. The vehicles provided to Coast Guard should not be under litigation and should have comprehensive valid insurance, taxes paid as per prevailing rules.

(vi) The second party agrees to be in a position to provide the vehicles at any given time within one hour notice from the first party.

(vii) The second party agrees that the vehicles shall have **full tank of fuel** while reporting for duty in ICG units.

(viii) The vehicle milometer must be in running condition and sealed to avoid tempering of the meter.

(ix) The second party will be required to provide all the vehicles in perfect running condition. Upholstery, décor, matting, paint, lights and all other accessories of the vehicles provided are to be in excellent condition at all times. The Cars should have white seat covers compulsorily and should be changed when found dirty. The second party has to provide stainless steel star boxes/star plate frames and flag rods in all the Cars. Star Plates will be provided by the first party.

(x) **New vehicles/Good condition vehicles to be provided with registration of 2015 or later with less than 60,000 Km running. In the event of vehicle break down/non reporting of vehicle in time, the first party reserves the right to hire vehicle from the third party in case of non-provisioning of vehicle by the second party within a reasonable time.**

(xi) Star Plate/Flag Post fixing arrangement is necessary in all Cars. Also revolving red lights should be made available for specified VVIP Cars.

(x) In circumstances, when the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to the vehicle, driver, passenger or any third party, the responsibility for any legal or financial implication shall rest solely with the second party. The First Party shall have no liability, whatsoever, in this regard.



- (xi) Additional requirement of vehicles will be intimated to the contractor 2 hrs in advance.
- (xii) All cars to have clean white seat covers and should be washed/changed once a week failing which a penalty of Rs.250/- (two hundred and fifty only) for each occasion would be charged from the contractor.
- (xiii) Cleanliness of vehicles and seat covers has to be ensured by the firm. Dusting up and cleaning of vehicles should be done every day and air fresheners and one bottle (01 ltr) of fresh drinking water available at all time should be provided in every vehicles. If such are not done a penalty of Rs 250/- per day will be levied to the contractor.
- (ix) Any traffic violation fine will be paid by the firm.
- (x) All vehicles with fire extinguisher and first aid box to be provided with **registration of Jan 2016 or later.**
- (xi) Star plate / Flag post fixing arrangement is necessary in all indigo / equivalent cars. Also revolving red lights should be made available for specified WVIP cars.
- (xii) All Drivers will report at ICGS Kolkata CG Headquarters when they join the duties for collection of trip sheets and they have to take signature from user.
- (xiii) Monthly bills are to be submitted in quadruplicate officially along with trip sheet duly signed by users for each hiring. PCDA (Navy), Mumbai is the paying authority for **clearing bills within 90 days.**
- (xiv) Successful bidders will be obliged to fulfill all transport requirements of this office, at all times, also in case of a breakdown, the transports shall be responsible for providing a suitable replacement within an hour or else the Coast Guard will claim Rs. 1000/- (Thousand only) towards penalty and the same will be deducted from the transport pending bills/payments.
- (xv) Vehicles will also be hired on Saturday/Sunday/Holidays depending upon the official requirements..
- (xvi) Vehicles required for Coast Guard Welfare requirement will also be hired at same rates of contract.
- (xvi) Supplier has to instruct their drivers that all drivers will report to MT section daily morning to submit last day trip sheet (signed by users with their name rank) and to receive fresh trip sheet for the day. They will not move anywhere without permission/intimation of MTI/MTO.

(b) Drivers.

(i) The Second Party shall ensure that the drivers of designated vehicles are always in possession of valid driving license or other documents which may be required for duties as required by the relevant laws. Drivers shall also possess of a workable mobile phone for instant communication and should be well conversant with important administrative offices/defence establishments along with roads, railway stations and other important installations/avenues in and around municipal limits of Kolkata.

(ii) The second party can change the driver with prior notice to the first party in advance but not more than 04 times in a month. Frequent change of drivers, employment of drivers with inadequate knowledge of road/offices etc. may result in penalty and amount as deemed fit may be deducted from the bills/PBG.

(iii) The drivers must report with the vehicle in a neat and clean uniform provided by the second party. The second party must intimate the color and specification of the uniform etc. at the time of evaluation of technical bid.

(iv) The drivers employed by the second party will not be having any right of access at his own, to any of the Indian Coast Guard or other military installations, defence areas or any other central/Govt premises/offices where general access to outsiders are prohibited. Driver's attempt to access into any authorized place/rooms of above office will be deemed as security breach and will empower any of such offices to take suitable panel action against the defaulting driver.

(v) The drivers employed by second party will not attempt to secure any information about any Defence/Govt Installation/Officials/operations under cover of being on ICG duty.

(vi) Any item (personal/Govt property) found by drivers in the vehicle, after used by ICG personnel to be reported/handed over by the drivers to Guard Room/Security Staff of this headquarters/concerned ICG units at first available opportunity.

(vii) The responsibility for conduct and character of drivers will be on the second party.

(viii) It shall be responsibility of second party to ensure that the drivers will not indulge in any quarrel, arguments with user reps of the first party over any issue.

