



Tele : + 91 - 11 - 23386873
Fax : + 91 - 11 - 23385820
E mail : pdlog@indiancoastguard.nic.in
dte-log@indiancoastguard.nic.in

Coast Guard Headquarters
National Stadium Complex
New Delhi - 1100 01

Reply should be addressed to
the Director General

Quoting: CGHQ/LS/4753/RC/2018-19

16 Aug 18

INVITATION OF ONLINE BIDS FOR RATE CONTRACT (RC)
FOR HIRING OF TRANSPORT ON FIXED PRICE BASIS FOR COAST GUARD STORE
DEPOTS LOCATED AT PORBANDAR, MUMBAI, KOCHI, CHENNAI & PARADIP

RFP REFERENCE NO: CGHQ/LS/4753/RC/2018-19

Sir,

1. **"Online bids" (Under two bid system)** from **Registered/Approved vendors/firms** are invited by the **Directorate of Logistics, Coast Guard Headquarters** for concluding Rate Contract for Hiring of transport on fixed price basis for Coast Guard Store Depot located at Porbandar, Mumbai, Kochi, Chennai & Paradip on as and when required basis, **for a period of two years** as listed in **Part II** of this RFP. **Manual bids shall not be accepted. Tenders from black listed/banned firms shall not be accepted.** Tender document can be viewed and downloaded from **Indian Coast Guard web site www.indiancoastguard.gov.in** (for reference only) and **CPPP site <https://eprocure.gov.in/eprocure/app>** as per the schedule given in **CRITICAL DATE SHEET** mentioned below:-

CRITICAL DATE SHEET

SL. NO.	DESCRIPTION	DATE & TIME
(a)	Published Date	16 Aug 18 (1600 HRS)
(b)	Bid Document Download / Sale Start Date	17 Aug 18 (0900 HRS)
(c)	Clarification Start Date	17 Aug 18 (1500 HRS)
(d)	Clarification end date	25 Sep 18 (1500 HRS)
(e)	Pre-bid Conference	28 Aug 18 (1500 HRS)
(f)	Bid submission start date	17 Aug 18 (1500 HRS)
(g)	Bid Document Download / Sale End Date	26 Sep 18 (1430 HRS)
(h)	Bid Submission End Date	26 Sep 18 (1430 HRS)
(j)	Technical Bid Opening Date	27 Sep 18 (1500 HRS)
(k)	Opening of Commercial Bids	Will be intimated in due course after technical evaluation by TEC

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

The Principal Director Logistics
(for Deputy Inspector General NV Narasimha)
Coast Guard Headquarters
National Stadium Complex
New Delhi - 110 001
Tele/ Fax : 011 23385820
Email pdlog@indiancoastguard.nic.in

3. This RFP is divided into five Parts as follows:

- (a) Part I - General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
- (b) Part II - Details of transport vehicle services required during period of rate contract.
- (c) Part III - Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) Part IV - Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) Part V - Evaluation Criteria and Format for Price Bids.

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

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

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

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

Yours faithfully,

Sd/-----
(Vinod Sakharkar)
DIG
Director (Log)
for Director General

Part I – General information

1. **Last date and time for depositing the online bids:- As per Critical Date Sheet.**

The online Bids (both technical and Commercial, in case two bids are called for) 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 Technical Bids should be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids or Bid documents. Bids sent by FAX or e-mail will not be considered. EMD to be deposited '**MANUALLY**' at address mentioned in RFP letter.

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. **Address for submission of EMD:** At Coast Guard Headquarters premises (Logistics tender box at Guard Room, CGHQ).

5. **Place of opening of the Bids:** Coast Guard Headquarters, New Delhi on CPP Portal.

6. **Two-Bid system:**

(a) The case is being processed on two-bid system and, the technical bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical bid based on requisite documents received online by the bidders will be carried out by a Board of Officers. The details of firms found compliant after TEC evaluation will be uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

(b) The Commercial Bids of only those Bidders whose technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

7. **Location of Tender Box.** Tender box marked as '**DIRECTORATE OF LOGISTICS TENDER BOX**' is kept near the Guard Room. Following guidelines may be followed while submitting requisite physical documents as indicated in the RFP. **No technical and commercial bids will be dropped in the Tender Box except those mentioned at Para 2 above.**

8. **Forwarding of Bids**

(a) The documents specified in para 2 to be deposited physically as per instructions above. The technical bids shall not be accepted if these documents are not received prior to bid opening.

(b) The Technical and Commercial bids will be submitted '**online only**' less documents mentioned at para 2 of part II of RFP.

(c) The physical receipt of specified documents shall be mandatory prior to technical bid opening date & time mentioned at critical date sheet.

(d) The non receipt of the physical documents shall result in rejection of bid.

- (e) Only those documents specified in the tender documents and found in the tender box will be opened.
- (f) Physical documents as specified in case, dropped in the wrong Tender Box will be rendered invalid.
- (g) The envelope containing the requisite physical documents should be addressed to **The Principal Director Logistics (for Deputy Inspector General NV Narasimha), Coast Guard Headquarters, National Stadium Complex, New Delhi- 110001**. The requisite physical document may be sent by hand/post/speed post/ Courier. However, it is the sole responsibility of the bidders to ensure requisite physical documents are received in the buyer's office prior to bid submission end date. The buyer by no means will be responsible for any delay in receipt of requisite documents.
- (h) No post-bid clarification on the initiative of the bidder will be entertained.
- (j) The Technical bid and Commercial bid should be submitted **ONLINE** by the Bidders duly digitally signed by the legal owner of the firm or the person authorized by him to do so.
9. **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 mentioned at para 8 (g) above.
10. **Modification and Withdrawal of Bids:** The Bidder may modify (resubmit) his bid on line 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. EMD (in case) submitted in physical form shall be returned offline. However, the cost of the tender will not be refunded to the firm.
- (b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.
11. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
13. **Unwillingness to quote:** NA
14. **Validity of Bids.** The Bids should remain valid for **210 days** from the date of opening of tenders from the last date of submission of the Bids.
15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **₹ 3,50,000.00 (Rupees Three lakh fifty thousand only)** in favour of "PCDA(N), Mumbai". The EMD may be submitted "**MANUALLY**" on or before opening of technical bid in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's

Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance Security from them as called for in the contract. **EMD is not required** to be submitted by those **Bidders who are registered for the same item/range of products, goods or services** with the Central Purchase Organization (e.g. DGS&D, National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. Hard Copy of original instruments in respect cost of earnest money be delivered to the Director General, Coast Guard Headquarters, National Stadium, New Delhi- 110 001 on or before bid opening date/time as mentioned in critical date sheet.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements:** The bidder shall position road transport for each destination as and when required by the Coast Guard Store Depot located at Porbandar, Mumbai, Kochi, Chennai & Paradip. Details of vehicle/destinations, rate etc against this rate Contract are given in Appendix 'A'.

2. **Technical Details:** The following details and documents are to be submitted:-

(a) The contractor should indicate acceptance and responsibility to provide qualified drivers with valid license for heavy motor vehicle transport.

(b) The firm should have experience of supplying heavy motor vehicles to any Government organisation / PSU/Pvt in the form of rate contract (copy of rate contract to be attached with technical bids).

(c) Bidders shall produce along with technical bid, partnership deal, if any.

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

(i) Company name and Owners name

(ii) Company PAN no.

(iii) Service tax code no, if applicable.

(iv) Financial audit report for last two financial years with minimum annual turnover of Rs 60 lakhs.

(v) Copy of income tax returns for last three years.

(vi) Address of registered office, telephone no and e-mail ID

(vii) Firm registration no. alongwith details of valid all India permit for operating of vehicles on commercial basis. (Copy of certificate to be enclosed).

(viii) Details of vehicles holding ownership

(ix) GST registration No.

(x) Any other details

3. The contractor will provide required number of vehicles which have current valid permit from concerned competent authority, on as required basis. **It will be the responsibility of contractor to arrange, supply the vehicles, on as required basis, on demand, on a particular day to concerned Coast Guard Store Depot for transporting stores to other Coast Guard units concluded in contract.** Vehicles with relevant emission norms only will be accepted. Vehicles should be not older than 08 years.

4. **Transit damages / Losses :**

(a) For each consignment (truck-load) the transporter shall provide proof of delivery duly endorsed and signed by the consignee or his authorized representative to the consignor. The name of the signatory should be indicated in block letters with date and office seal/stamp, failing which the bill will be returned without processing.

(b) In case of any shortage / damages / leakages / losses noticed at the time of delivery and reported by the consignee, compensation to the extent of value of stores damaged/lost shall be payable to the Coast Guard by the transporter.

(c) The cost of damages/losses incurred during transportation are to be recovered from the bill of that particular transaction and also if required from the other pending bills or security deposit.

(d) Any standard clauses put in by the transporter or his representatives, on the lorry receipt / consignment note, in print or in writing, disowning responsibility for leakages/damages in transit shall be null and void for the purpose of this contract.

5. **Other General Conditions :**

(a) In case vehicle reported, as requisitioned by this Organisation, and not utilised due to administrative reasons, the vehicle will be returned back to the transporter without assigning any reason and no payment in this regard will be entertained.

(b) In case more than one transporter quoted same rate, preference will be given to the transporter who is possessing the following:-

- (i) Firm's own vehicles
- (ii) Branches all over India
- (iii) Past performance

(c) At the destination, the vehicle shall report to the consignee unit before 1400 hours on normal working days.

(d) The transporters will ensure those trucks of 01/03/06/09 MT capacities for carrying full load (as notified by RTO) of all types of Defence Cargo for delivery at destination (on door delivery basis) are by insured vehicles with National Permit only. A Xerox copy of National Permit, vehicle RC book and driver license must be provided at the time of deployment. The load of consignments may be of one single package or several packages including oils and chemicals.

(e) Whenever necessary, escorts/ armed escorts will also travel in the vehicle at no extra cost.

(f) The transporter will ensure that vehicles deployed is in possession of standard safety gears as per RTO norms i.e. WATERPROOF Tarpaulin, Safety slings/ropes, chains, stoppers etc., for en route safety of stores. Additional care is to be taken during MONSOON season with extra water proof tarpaulin as per requirement. Cost of the consignment is recoverable, if the items are found / delivered in WET condition as reported by the consignee.

(g) Transporters are to give complete details of driver and helper if any with their identity proof such as his nationality, permanent address (pan card or voter ID card) etc., to the concerned officer at respective Coast Guard Store Depot for his perusal at the time of positioning the vehicle.

6. **Appearance / Condition of vehicles:** The contractor will provide all the vehicles in perfect running condition. The decision of The Officer-in-Charge, CGSD's shall be final and binding on the contractor in this regard and contractor shall maintain the vehicle in the desired condition. Following specific requirement is to be complied in totality.

(a) Vehicles should not be older than 08 years from the date of initial registration.

(b) The documents of the vehicles should be complete in all respect and kept in the vehicle at all times during duty with the Indian Coast Guard. e.g. Registration Certificate, Tax, Insurance, Pollution Check and fitness Certificate at the owners' cost.

(c) All safety measures including fire extinguisher should be available with the vehicle in good working condition. The vehicle should be insured during the contract period

- (d) All Vehicles must be meeting relevant emission norms.
- (e) Rates Stipulated and agreed upon therein as per para 1, will not be changed despite fluctuation in fuel prices.
- (f) If the service of the contractor are found to be unsatisfactory or if there is breach of contract on part of the contractor, the contract is liable to be terminated without prejudice to the terms and conditions of the contract and the security deposit of the contractor will be forfeited.
- (g) Loading/ unloading of stores may be from one or more places within the city limits as per requirement both at consignee /consignor and wherever necessary escort will also travel in the vehicle. Loading/ unloading will be undertaken by consignor/ consignee.
- (h) The contractor will provide the requisite number of transport at a notice of 24 hours which will be in writing or telephonically by the Direct Demanding Officers (DDOs) this office. In case of emergency, vehicle will be required within 24 hours notice, in case of the failure, service of other transporters will be engaged at the cost of the contractor with a written correspondence to the contractor.
7. **Break downs.** In cases of breakdown of the vehicle, the contractor shall provide a suitable replacement within 24 hours on receipt of information. In case replacement is not provided by the contractor within 24 hours, the DDOs will be free to make alternate arrangement and expenditure incurred shall be borne by the contractor.
8. **Shared Load.** Shared loading booking will be undertaken to meet the urgent requirement of consignee. Transporter should ensure early delivery of stores at destination not more than 05 days.
9. **The firm has to bear the charges for enroute parking and toll wherever applicable and same should be taken into consideration for quotation/ bid.**
10. **Online submission of Two-Bid System** – The case is being processed on two-bid system and, the Technical Bid would be opened online at the time and date mentioned in Critical Date Sheet. **No price should be indicated in the Technical Bid.** Date of opening of the Commercial Bid will be intimated after Technical evaluation. Commercial Online bids of only those firms will be opened; whose Technical bids are found compliant/suitable after Technical evaluation is done by the Buyer. The Bids will be submitted in the following manner:-
- (a) **Online Cover-I.** Cover-1 will contain the following documents for Technical Bids which should be scanned and uploaded in PDF format and **will be submitted online:-**
- (i) Signed & scanned copy of Demand draft/PO in favour of the PCDA (N), Mumbai of **₹ 3,50,000.00 (Rupees Three lakh fifty thousand only)** as EMD amount or copy of valid registration certificate regarding the firm's registration with Central Purchase Organization (e.g. DGS&D, National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself for exemption of EMD. EMD to be submitted **MANUALLY** on or before bid submission end date.
- (ii) (aa) Technical Compliance matrix to be filled up by the vendors as per **Appendix 'B'** of RFP.
- (ab) Self attested and scanned copy of rate contract executed successfully by the firm with PSU or Govt. department for hiring of transport only in past **two years.** Abstract to be filled up in **Appendix 'C'** of RFP and uploaded duly self attested.

(ac) Compliance to standard terms and conditions as per **Appendix 'E'** of RFP

(iii) Signed & Scanned Copy of

(a) Company PAN no.

(b) Service tax code no, if applicable.

(c) Financial audit report for last two financial years.

(d) Copy of income tax returns for last three years.

(e) Firm registration no. alongwith details of valid all India permit for operating of vehicles on commercial basis.

(f) TIN No/CST/GST Certificate

(b) **Online Cover-II.**

(i) Commercial bid in the form of **BoQ.xls** (Bill of Quantities) will be **submitted online** as Cover-II.

(ii) Price bid undertaking as per **Appendix 'D'** of RFP

Note : (i) Signed & scanned copy of Technical Bids should be uploaded by Bidder under their original memo / letter pad.

(ii) Failure to submit any of above documents will render the bid invalid

11. **Scope of Rate Contract:** The proposed Rate Contract will be an agreement between the purchaser and lowest bidder(s)/ (supplier) to provide Vehicles included in this tender at specified prices, terms & conditions during the period of the contract. The RC will be in the nature of a standing offer and neither any quantity nor any anticipated drawls are guaranteed. As the RC 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 rate contract that supply order becomes a valid binding contract and supplier will be bound to supply the ordered quantity.**

12. **Delivery Period/Vehicle Booking:**

(a) The successful bidder/contractor will require signing an agreement with the Buyer **within 30 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 and when required basis.

(b) Please note that contract can be **cancelled unilaterally** by the buyer in case contracted items are not received within the contracted delivery period. The delivery period of items for a consignment to be delivered at specific location will be decided by the concerned DDOs at the time of issuing work orders/ job order for that specific job.

13. **INCOTERMS for Delivery and Transportation – NA**

14. **Consignee details/ Reporting of vehicles.** Consignee details will be from Coast Guard Store Depot to any designated place as mentioned in para 1 part II of RFP on as and when required basis. The required vehicles will report to Motor Transport Officer/In-charge, concerned CGSD's 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.**

15. **Period of Contract.** The period of contract will be for two year (24 months) from the date of signing the contract. The said Rate Contract can be further extended if mutually agreed upon, at the sole discretion of buyer.

16. **Direct Demanding Officer (DDO's).** The Direct Demanding Officers are as follows:

<u>SI</u>	<u>DDOs</u>	<u>SI</u>	<u>DDOs</u>
(a)	The Commander Coast Guard Region (West) Worli, Mumbai, Maharashtra	(h)	The Commander Coast Guard Distt No 2 Mumbai, Maharashtra
(b)	The Commander Coast Guard Region(East) Chennai, Tamilnadu	(j)	The Commander Coast Guard Distt No 4 Kochi, Kerala
(c)	The Commander Coast Guard Region (NorthWest) Gandhinagar, Gujarat	(k)	The Officer-in-Charge Coast Guard Store Depot (MBI) Cheetah Camp SPDC Colony, Mankhurd, Mumbai, Maharashtra
(d)	The Commander Coast Guard Region(North East) Kolkatta, West Bengal	(l)	The Officer-in-Charge Coast Guard Store Depot (PDP) Badapadia, Paradip, Odissa
(e)	The Commander Coast Guard Distt No 7 Paradip, Odissa	(m)	The Officer -in-Charge Coast Guard Store Depot (KOC) New Star Road, Mattancherry, Kochi, Kerala
(f)	The Commander Coast Guard Distt No 5 Chennai, Tamilnadu	(n)	The Officer-in-Charge Coast Guard Store Depot (PBD) Near RGT College, Porbandar, Gujarat
(g)	The Commander Coast Guard Distt No 1 Porbandar, Gujarat	(p)	The Officer-in-Charge Coast Guard Store Depot (CHN) G.M. Pettai Road, Roypuram, Chennai, Tamilnadu

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 as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

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

2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (**Effective Date**) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the 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 relation to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM – 7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contracts or forbearing to do 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 or disfavoured 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 action on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or action on his behalf, as defined in Chapter IX of the India Penal code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that breach of the undertaken had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages forfeiture of the Bank Guarantee and refund of the amount paid by the Buyer.

5. **Agents/ Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller, nor has any amount paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or

recommendation. The seller agrees or recommendation. The Seller agrees that if it is established at anytime to the satisfaction of the Buyer that the present declaration is in any way in corrector if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2%per annum above LIBOR rate. The Buyer will also have the right to recover any such recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller on a specific 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 or information thereof to any third party.

8. The transporters will ensure that all trucks of different capacities (1 MT/ 03 MT/ 06 MT/ 09MT) capacities are loaded only as per approved load carrying capacity (As notified by RTO). The firm shall also ensure that all vehicle for transportation of Defence Cargo for delivery at destination (on door delivery basis) are insured vehicles with valid National Permit wherever required. A Xerox copy of National Permit, vehicles RC book, Insurance Policy and driver license must be provided at the time of deployment. The load of consignments may be one single package or several packages including Oils and Chemicals.

10. Requirement of requisite type and numbers of trailers/trucks as specified in Supply Order will be intimated by buyer telephonically or in writing prior to the date of requirement. In case of emergency trailers/trucks will be required to be placed within 04 hrs notice. The trailers/trucks will have to be provided positively before 0900 hrs on the day of requirement as in case of normal requisition, within 04 hours in case of emergency requirement by Store Depots.

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

(a) If there is a breach of contract on the part of the bidders the contract is liable to be terminated without prejudice to the terms and conditions of the contract and the Security Deposit/Performance Bank Guarantee (PBG) will be forfeited.

(b) If the services of the transporter are found to be unsatisfactory, the contract is liable to be terminated without notice and the Security Deposit/PBG will be forfeited.

(c) To terminate the contract earlier to one year period in the Interest of the state without assigning any reason thereof.

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

(e) 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.

- (f) The first party reserves the rights to terminate the contract without assigning any reason or and without giving any time.
- (g) 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.
- (h) Poor material state of vehicles, irregularity in reporting, frequent break downs, inability to provide vehicle/replacement for break down vehicles, misconduct or unlawful conduct by drivers, breach of security, breach of contract terms, association with unlawful organization of anti-social elements, espionage, disregard to traffic laws/rules, accidents etc will also qualify for termination/cancellation of contract by the first party and as well be subjected/dealt as per relevant laws by the first party.
- (j) The PBG cum security deposit will be returned after two months on successful completion of rate contract subject to no liabilities pending on the contactor at the time of completion / termination of the contact.
- (k) 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.

12. **General Conditions:**

- (a) The vehicles will have to be provided positively before 0900 hrs, on the day of requirement.
- (b) Unsuitable transports in respect of size, condition and tonnage will be rejected at the risk and cost of the transporter.
- (c) Wherever necessary escorts/ armed escorts will also travel in the vehicle. Generally, the transporter will have to accommodate one or two escorts in case of despatch of high value stores depending upon the case, from concerned Coast Guard Store Depot. In addition escorts can also be deputed from other units alongwith transport as and when required in such cases.
- (d) Loading/unloading of stores may be done from one or more places within the city limits as per requirement both at consignees/consignor ends.
- (e) The transporter will ensure that vehicles deployed is in possession of standard safety gears as per RTO norms i.e. WATERPROOF Tarpaulin, Safety slings/ropes, chains, stoppers etc., for en route safety of stores. Additional care is to be taken during MONSOON season with extra water proof tarpaulin as per requirement. Cost of the consignment is recoverable, if the items are found / delivered in WET condition as reported by the consignee.
- (f) The transporter will give an undertaking in writing that in the event of any damage/loss caused to the consignment during transit partly or wholly, will be made good in all respects by deducting the amount of loss from the pending bills or security deposit of the firm.
- (g) All drivers should wear neat and clean dress and also to be in possession of a Mobile phone. They should not consume liquor during driving of vehicle.

(h) Transporters are to give complete details of driver and its helpers with their identity proof such as his nationality, permanent address (Aadhar Card/Pan Card or Voter ID Card) an conduct etc, wherever applicable and required.

(j) The driver should have valid driving licence at the time of deployment.

13. **EXTRACT OF PROVISION OF THE OFFICIAL SECRET ACT, 1923**

(a) **SECTION 2(B): “PROHIBITED PLACE”:**

It is defined as the place of any work of Defence Establishment and other so belonging or occupied and used for the purpose of providing logistics support, Warehousing, building, repairing, making or storing any Stores/Equipment & Machinery/War ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

(b) **SECTION3: “PENALTIES FOR SPYING”:**

If any per unlawfully-

- (i) Approaches, inspects, passes over is in the vicinity of any place or
- (ii) Make any sketches intended to be or indirectly useful to an enemy or
- (iii) Obtains, collects, records or communicate to any other person any secret official code shall be liable for imprisonment of 14 years in case of Defence Installation.

(c) **SECTOIN 4: “COMMUNICATION WITH FOREIGN AGENTS”:**

If any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any “PROHIBITED PLACE’ would be guilty of violating the provisions of this Act.

(d) **SECTION 5: “WRONGFUL COMMUNICATION OF INFORMATION**

If any person having in his possession any official document

- (a) Will fully communicates to any person, other than a person, who is authorized to communicate.
- (b) Used the information in his possession for the benefit of any foreign power.
- (c) Retain in his possession when he has no power to retain it.
- (d) Fails to take reasonable care of it. Shall be guilty of an offence under this Act.

(e) **SECTION 6: “UN-AUTHORIZED USE OF UNIFORMS”**

If any person for the purpose of gaining admission or of assisting any other person to gain admission to a “PROHIBITED” PLACE” wears uniforms without lawful authority shall be guilty of offence under this Section.

(f) **SECTION 7: “ INTERFERING WITH OFFICERS OF DEFENCE POLICE”**

No person in the vicinity of any “PROHIBITED PLACE” shall abstract any Police Officer engaged on guard, Sentry or similar duty. If any person moves in the provisions of this section, shall be punishable with imprisonment to 3 years of fine or with both.

(g) **SECTION 8: “DUTY OF GIVING INFORMATION”**

It shall be duty of every person to give on demand to a Superintendent of Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act. If any person fails to give such information shall be punishable with imprisonment to 3 years or fine or with both.

(h) **SECTION 9: "INCITEMENT"**

Any person who attempts to commit or debate the commission of an offence under this act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

(j) **SECTION 10: "PENALTY FOR HARBORING SPIES"**

If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Section.

(k) **SECTION 11: "SEARCH WARRANTS"**

If a Presidency Magistrate, Magistrate First Class or Sub-Divisional Magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this ACT has been or is about to be committed, he may grant search warrant to any Police Office to enter at any time any Premises to force to search premises or the places.

14. **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 post.

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

16. **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.

17. **Taxes and Duties:-** Taxes and duties as applicable

General:-

(i) If bidder desires to ask for GST or any other tax, the details of the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for same will be entertained.

(ii) On the Bids quoting GST or any other tax, the rate and the nature of Tax applicable at the time of services should be shown separately.

(iii) 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 entertained after the opening of tenders.

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

(v) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate /quantum of any Duty/Tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in

such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted price shall be loaded with maximum rate of duty and term for the purpose of comparison of prices. The quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

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

(vii) No tax shall be paid by Coast Guard and the price quoted by the bidders will be a single amount. All additional charge such as parking, toll tax, port entry fee etc, has to be paid by transporter and same should be taken into consideration for quotation/bid.

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 as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Bank Guarantee.** The Bidder will be required to furnish a Performance Guarantee in favor of Director General Coast Guard by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond validity of Rate Contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **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 for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payments will be made as per the following terms, on production of the requisite documents:-
 - (a) 100% Payment of bills will be made through respective PCDA/CDAs only after receipt confirmation/proof of delivery at destination recorded on the reverse of the GC Note by the Consignee.
 - (b) Amount of Risk Expense/ Penalties, etc., if any, will be deducted from the billing amount/ PBG as deemed fit by buyer.
3. **Advance Payments.** No advance payment(s) will be made
4. **Submission of bills.** The transporter will submit the bill within fifteen days on successful receipt of the consignment by consignee.
5. **Paying Authority:** The paying authority will be the concerned CDA of the Direct Demanding Officers (DDOs). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority alongwith the bill:-
 - (a) Ink-signed copy of contingent bill / Seller's bill.
 - (b) Goods Consignment Note (consignor / consignee) should contain written confirmation / proof on back side of the GC Note for freight charges and for detention charges endorsement on the GC Note duly mention by the detention period with date and time on IN & OUT by consignor / consignee.
 - (c) The bill should be countersigned by the authorised officer prior submission to audit authority.
6. **Special condition** Some conditions of rate contract differ from the usual conditions applicable for other contracts. Some such important special conditions of rate contract are as follows.
 - (a) The purchaser reserves the right to conclude more than one rate contract for the same type of trailer / destinations.
 - (b) The case of emergency, the purchaser may purchase the same item through Ad Hoc contract with a new supplier.
 - (c) The rate contract will be guided by "Fall Clause".

7. **Parallel rate contracts** In case it is observed that a single supplier 'Seller' does not have enough capacity to cater to the entire demand of trailers, the buyer if desires so, may place Parallel Rate Contract on agreed rates with other firms for one or more destination / type of trailers. A wider vendor base due to criticality of the trailers, it may become desirable to conclude parallel RCs with more than one firm. The Coast Guard Headquarters/ CFA, based on the merit of each case, may decide the number of firms to the awarded RC for a trailers, so that DDOs will have a wider choice. Parts of the country to cater to users over a wider geographical spread. Parallel RC with other firms / 'seller' may be concluded with ARC rate of L-1 firm.

8. **Fall clause.**

(a) The price charged for the stores / services to be supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the stores/ services or offer to sell stores / services of identical description to any persons / Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the Central or state government as the case may be during the period till performance of all supply Orders during the currency of the rate contract is completed.

(b) If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such stores/service to any person/organization including the purchaser or any Dept, of central Govt or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the supplier forthwith notify such reduction or sale or offer of sale to the Director General of Supplier & Disposals and the price payable under the contract for the stores/service of such reduction of sale or offer of the sale shall correspondingly reduced. The above stipulation will, however, not apply to Sale of goods/services at lower price on or after the date of completion of sale/placement of the order of goods/ service by the authority concerned under the existing or previous contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the contract – "We certify that there has been no reduction in sale price of the stores/services of description identical to the stores / services supplied to the Government under the contract herein and such stores /services have not been offered/sold by me/ us to any person/organization including the purchaser or any department of Central Government or any Department of a State Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the government under the contract.

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

10. **Risk & Expense clause.** The transporter will provide the requisite number of transports at a notice of 24 hours in writing or telephonic intimation in case of normal requirement and at a notice of 06 hours in case of urgent/ emergent requirement. In case of failure to provide the services of required transport, the services of other transporter will be taken at the risk and expense of the contractor. The difference of rate, if any, will be made good from the bills outstanding for payment or from the Security Deposit/PBG of the firm.

11. **Changing/Mixing of Transshipment.** For no reason and at any cost, change of vehicle during transit is permissible. Transshipment or mixing of other cargo enroute is also not permitted. The same vehicle which is loaded at the loading point should deliver the

consignment to the consignee at delivery point. In case of violation and any such incident/case reported by the consignee, the bills shall not be paid/cleared. It may also be noted that in case of repetition of such instances, the contract will be cancelled and security Deposit will be forfeited. The Change of Vehicle if required in exceptional cases/extreme exigencies is permitted with prior intimation and written permission of concerned DDOs.

12. Freight charges are included with IGST/service tax, hence transporters are responsible to deposit IGST/service tax to Government account every quarterly and the receipts of the same to be submitted to this office for further necessary action.

13. **Force Majeure clause:**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligation (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstance the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstance and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

14. **Transportation:-** Door delivery basis at the location specified in Appendix 'A' of RFP.

15. **Price Variation (PV) Clause:-** The rates will be applicable from the date contract is finalized. The rates to be quoted by the transporter to hold good for the entire 24 months (extendable 06 months). "any revision in contract rates, once finalized, will not be done for any variation in fuel prices".

16. **Insurance** Transit Insurance will be done by the first party (Buyer). The second party will issue a damage/ shortage certificate & complete the formalities of survey & FIR to get the claim from the insurance company. The second party will made good for any damage / loss, during transit.

17. **Accidents.**

(a) 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 part, the responsibility for any legal or financial implication shall rest solely with

the contractor. The Officer-in-Charge, of concerned CGSD or the Government of India shall have no liability, whatsoever, in this regard.

(b) The Officer-in-Charge, of concerned CGSD shall not be responsible for any injury sustained by the person of the service provider during the performance of their duties and also for any damage or compensation due to any dispute between them and its personnel. Any expenditure incurred by the The Officer-in-Charge, of concerned CGSD to handle the situation arising out of conduct of personnel deployed by the service provider will be made good from performance bank guarantee/bills.

18. **Valid insurance for hired Vehicles.** It will be the responsibility of bidder / contractor to provide vehicles for hiring with valid insurance of the respective vehicle. **No payment will be made for vehicles found without valid insurance.**

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria:** - The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation. If the technical evaluation committee feel so for physical inspection of the vehicle at user premises along with drivers and other conditions mentioned in this RFP to be provided by vendors.
 - (c) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder (excluding statutory levies such as GST etc.) for each destination in separately i.e individual item and type of vehicle/shared load wise L1 will be decided.
 - (d) The Bidders are required to spell out the quoted amount is with Service Tax or without Service Tax. The hiring charges exclusively to be quoted separately. The other taxes where ever applicable to be quoted separately. After payment, the proof of deposit the taxes collected, to the Government to be submitted. Failing which, the amounts will be deducted from the subsequent bills.
2. **Price Bid Format:-** The Commercial Bid Format as **BoQ.xls** is given along with to this RFP. Bidders are required to fill this up correctly with full details, as required.
3. The bidders are required to **UPLOAD** the commercial bid in the form of BOQ_XXXX .xls (attached in online-tender).
4. The Lowest Acceptable Bid on the basis of the above formula will be considered further for Placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
5. No change in the rates will be affected from the date of signing of the contact.
6. **Instruction for filling up price-Bid**
 - (a) The bidder/tenderer should satisfy himself with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.
 - (b) All additions and alterations made while filling the tender must be attested by initials of the tenderer/bidder. Overwriting of figures / application of whitener is not permitted. Failure to comply with either or both these conditions shall render the tender void.
 - (c) Each page of the tender document is required to be signed by the bidder submitting the tender.

(d) The tender submitted on behalf of a Partnership firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected.

(e) Coast Guard does not bind himself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept or reject any, or all the tenders, either in whole or in part without assigning any reasons for doing so. Credibility, good services and vehicles in good operational conditions etc. will also be considered for award of contract.