

Tel: 0824-2405266
Fax: 0824-2405267
Reply should be addressed
to the District Commander

Headquarters
No.3 Coast Guard District (Karnataka)
Post Box No. 19, Panambur
Mangalore - 575 010

436/1

31 Jan 18

OTE Basis

**INVITATION OF BIDS FOR HIRING OF VEHICLES (CAR & LMV) FOR
CG AOT (BANGALORE) THROUGH CGDHQ-3
REQUEST FOR PROPOSAL (RFP NO. 03/2017-18 DATED 31 JAN 18)**

1. Bids to be submitted in sealed cover for services described in this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid Bid being declared invalid.

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

- a. Bids/queries to be addressed to : The Commander
- b. Postal Address for sending the Bids : Headquarters, No. 3 Coast Guard District (Karnataka), Post Box No.19, Panambur, Mangalore – 575 010
- c. Name/designation of the contact Personnel : Commandant (JG) MK Bhat
District Motor Transport Officer
- d. Telephone Numbers of the contact Personnel : 0824-2405931/2405263
- e. E-mail id of contact personnel : dhq3@indiancoastguard.nic.in
- f. Fax Number : 0824 – 2405267


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

- (a) Part I – Contains 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 – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, 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 Price Bids.

4. This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part or thereof at any stage. Buyer also reserves the right to withdraw this RFP, should it become necessary at any stage.
5. RFP Part I, II, III, IV and V are enclosed herewith.
6. The Para marked with "NA" will not be considered as part of RFP.

Thanking You,

Your's faithfully,



(MK Bhat)
Commandant (JG)
District Motor Transport Officer
for District Commander

Encl :- As above

Part I – General Information

1. **Last date and time for depositing the bids:-** The sealed Bids (both technical and commercial, in case two bids are called for) should be deposited/reach by **1200hrs** on **13 Feb 18** the responsibility to ensure this lies with the bidder.
2. **Manner of depositing the bids:-** Sealed bids should be dropped in the Tender Box, marked as **Hiring of vehicles (Car & LMV) for CGAOT (BGL)** placed near security office/ Main gate of this Headquarters or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non – delivery/non – receipt of Bid documents. Bids sent by FAX or e – mail will not be considered (unless they have been specially called for by these modes sue to urgency).
3. **Time and date for opening of Bids:-** Bids will be opened at **1500 hrs** on **13 Feb 18.** (If due to any exigency, the due date for opening of bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box:-** The tender box is located in the Guard Room of No.3 Coast Guard District Headquarters (Karnataka). Only those bids that are found in the tender box will be opened.
5. **Place of Opening the Bids:-** Bids will be opened on the ground floor (AV Room) of No.3 Coast Guard District Headquarters (Karnataka). The bidders may depute their representatives, duly authorised in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two bid system:** - NA
7. **Forwarding of Bids:-** Bids should be forwarded by Bidders under their original memo/letter pas inter alia furnishing details like TIN Number, Pan Number, VAT/CST/GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
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 about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **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.

11. **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.

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 defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids:** The Bids should remain valid till _____(date) 03 months from the last date of submission of the Bids.

14. **Earnest Money Deposit:** – Bidders are required to submit Earnest Money Deposit (EMD) for amount of **₹ 14,000.00 (Rupees Fourteen Thousand only)** along with their bids. The EMD may be submitted 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 banks (ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd.) 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, without any interest what so ever, at the earliest after expiry of the final bid validity and latest on or before the 30 th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after conclusion of contract.** EMD is not required to be submitted by those Bidders who are registered for the same item/range of products /goods or service 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.

Part – II Essential Details of Items/Services Required

1. Schedule of requirements – List of items required is as follows:-

(A) Name/Type of items/Services/Description of stores/Qty required: The following services are required for Coast Guard Unit (CGAOT Bangalore) located at Bangalore:-

SI	Vehicle Name	Service	Basic Amt.	GST	Total Amt.
(a)	Innova (A/c)	10 Hrs / 100 Kms			
		12 Hrs / 110 Kms			
		Outstation Trip (min 250 Km/12 Hrs duty)			
		For all slots extra per Km			
		Extra per hour			
		Night halt			

(b)	Swift Dzire/ Etios/Sail/Indigo (A/c)	10 hrs/ 100 kms			
		12 hrs/ 110 kms			
		Out Station Trip(min 250 km/12 hrs duty)			
		For all slots extra per km			
		Extra Per Hrs			
		Night halt			
(c)	Tata Indica (A/c)	10 hrs/ 100 kms			
		12 hrs/ 110 kms			
		Out Station Trip(min 250 km/12 hrs duty)			
		For all slots extra per km			
		Extra Per Hrs			
		Night halt			
(d)	Tata Indica (Non A/c)	10 Hrs / 100 Kms			
		12 Hrs / 110 Kms			
		Outstation Trip (min 250 km/12 Hrs duty)			
		For all slots extra per km			
		Extra per hour			
		Night halt			
(e)	Xylo / Qualis /Tavera/ Tata Sumo (Non A/c)	10 hrs/ 100 kms			
		12 hrs/ 110 kms			
		Out Station Trip(min 250 km/12 hrs duty)			
		For all slots extra per km			
		Extra Per Hrs			
		Night halt			
(f)	Xylo / Qualis / Tavera (A/c)	10 hrs/ 100 kms			
		12 hrs/ 110 kms			
		Out Station Trip(min 250 km/12 hrs duty)			
		For all slots extra per km			
		Extra Per Hrs			
		Night halt			
(g)	Tata Indica (Non A/c)	On monthly basis (3000 Kms per month, per day 12 hrs except Sunday)			
		Extra per km			
		Night halt			

Note: If driver is called before 0600 hrs and retained after 2200 hrs, the firm will claim night halt charge.

2. **Technical Details:**
Specifications - **NA**
- (a) **Requirement of installation/commissioning** - **NA**
(b) **Requirement of technical documentation** - **NA**

3. **Two-Bid System** - NA

4. **Delivery Period** – Delivery period for supply of vehicles would be from the effective date of contract. Please note that contract may be cancelled unilaterally by the Buyer in case vehicles 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.

5. **INCOTERMS** - (“E” / “F” / “C” / “D” Terms). Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Definition of Delivery Period is given below:

TERMS OF DELIVERY

DATE OF DELIVERY

(a) Local delivery at Site	The date on which the delivery is made at the consignee’s Site mentioned in the contract.
(b) Ex- Works	The date the seller delivers the vehicles to the Buyer at Seller’s premises/factory.
(c) FOR Station of dispatch	The date on which the vehicles are placed by the seller on rail with clear rail receipt.
(d) By Post Parcel	The date of Postal receipt.
(e) Dispatch by Air	The date of Air way bill.
(f) F.O.R destination	The dates on which Goods reach the destination railway station specified in the contract, Unless otherwise stated.
(g) C.I.P Destination	The date on which the delivery is effected at the destination mentioned in the contract.
(h) F.A.S Port of shipment	The date on which the Seller delivers the Goods alongside the vessel at the specified Port of shipment. This date is reflected in Bill of Lading.
(j) F.O.B Port of shipment	The date on which the Seller delivers the Goods on vessel’s board at the specified Port of shipment. This date is reflected in Bill of Lading.
(k) C.I.F Port of Destination	The date on which the Goods actually arrived at the destination Port.

6. **Consignee details** -

The Officer-in - Charge
Coast Guard Aeronautical Overseeing Team
HAL, Helicopter Division
Vimanapura Post, Bangalore – 560 017

Part – III Standard Conditions of RFP

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

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

2. **Effective Date of the Contract**:- The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligation of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of 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 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 Contract or 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 the knowledge of the seller) or the commission of any offers by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 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 a breach of the undertaking 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 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 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 amounts paid by the Buyer.

5. **Agents / Agency Commission**: The Seller confirms and declares to the Buyer that the Seller 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 been 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 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 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 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 as described in clauses relating to Agents/Agency 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 Bonds, Guarantees and Documents, supply the services/vehicles 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 to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed supply of vehicles.

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 material is delayed for causes not attributable to Force Majeure for more than (24 Hours) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (24 Hours) 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 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.

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 industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, 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) **In respect of Foreign Bidders: NA**

(b) **In respect of Indigenous bidders**

(i) **General**

(a) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, 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 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 entertained after the opening of tenders.

(c) 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.

(d) 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 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 Bidders.

(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 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, concession etc. if any obtained by the Seller.

(ii) **Sales Tax / VAT**

(a) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(b) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(iii) **Octroi Duty & Local Taxes**

(a) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(b) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

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. Seller 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:**

(a) In case of Indigenous Seller: 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 (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **05% 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 contract validity. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(b) Foreign Case:- NA

2. **Option Clause – NA**

3. **Repeat Order Clause – NA**

4. **Tolerance clause – NA**

5. **Payment Terms for Indigenous Sellers:** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e – payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of model mandate form prescribed by RBI to be signed by the bank and firm has to submit by bidders for receiving payment through ECS is at Form DPM – 11 (available in MoD website and can be given on request). 100% payment on delivery and acceptance by the user.

6. **Payment terms for Foreign Sellers –NA**

7. **Advance Payments:** No advance payments will be made.

8. **Paying Authority:**

(a). Indigenous Sellers – JCDA(N), Kochi. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (i).** Ink-signed copy of contingent bill / Seller's bill.
- (ii).** Ink-signed copy of Commercial invoice / Seller's bill.
- (iii).** Copy of Contract with U.O. number and date of IFA's concurrence, Where required under delegation of powers.
- (iv).** CRVs in duplicate.
- (v).** Inspection note.
- (vi).** Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii).** Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii).** Bank guarantee for advance, if any.
- (ix).** Guarantee / Warranty certificate.

- (x).** Performance Bank guarantee / Indemnity bond where applicable.
- (xi).** DP extension letter with CFA'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.
- (xii).** Details for 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 contract).
- (xiii).** Any other document / certificate that may be provided for in the contract.

(xiv). User Acceptance.

(xv). Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

(b). Foreign Sellers – NA

9. **Fall clause**: The following fall clause will form part of the contract placed on successful Bidder: -

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores 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 placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, 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 shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

i. Exports by the Seller.

ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

iii. Sale of goods such as drugs which have expiry dates.

iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate 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 parties 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 Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation 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 Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

10. **Exchange Rate Variation Clause – NA**

11. **Risk & Expense clause** :

(1) Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(2) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(3) In case of a material breach that was not remedied within 15 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(a) Such default.

(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(4) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

12. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (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 circumstances 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 circumstances 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.

13. **Buy-Back offer – NA**

14. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP.

Terms and Conditions: The services are required for Coast Guard Unit (CGAOT Bangalore) located at Bangalore.

- a) The vehicle should be good looking condition and not more than 05 years old.
- b) The vehicle cushion seat should be in good condition and with white cloth cover.
- c) Driver behaviour should be good with Coast Guard personnel.
- d) The hiring of the vehicles are purely on as and when required basis except that which is required on monthly basis
- e) Payment will be made within one to three months from the date of submission of bills through JCDA (N) Kochi by ECS/NEFT.
- f) The firm will not come up for any rate revision for the duration of 12 months from the date of award of contract.
- g) The vehicles are to be supplied to CGAOT (BGL) within 04 Hour notice in case of emergency otherwise requirement of vehicle will be projected 08 hours before the requirement.
- h) Duly filled Trip sheet and signed by the user to be obtained by the driver after using the vehicles.
- j) Supplier to provide vehicle for out station trip within Karnataka state from CGAOT (BGL). The requirement of vehicle will be intimated 08 hours before the requirement.
- k) Driver should be in white uniform as per RTO order.
- l) Driver should speak in Hindi or English.
- m) Driver will not use mobile while driving.
- n) Driver will not to drive after consuming liquor.
- p) Supplier to submit bills along with relevant documents on completion of duty to CGAOT(BGL).
- q) The vehicles hired for duties of VIP should have following:
 - (i) Vehicles should be good looking condition and not more than 02 years old.
 - (ii) Vehicles colour should be white/silver as per requirement.
 - (iii) Vehicles Interior and cushion seat should be in good condition and with white cloth cover.
 - (iv) Vehicles should have spark arrester (wherever necessary) and good quality air freshener.
 - (v) Driver should be in white uniform and speak in Hindi or English
 - (vi) Vehicles should not have additional fittings like luggage carrier, bull bar and stickers etc.
- r) Vehicles duty starting and closing time, starting and closing km will be in CGAOT(BGL) complex only.
- s) This Headquarters shall be at liberty to cancel the contract any time without prior notice.
- t) The Vehicles will have spark arrester fitted while going to restricted/fire hazard area.
- u) The vehicles hired for duties should have the Xerox of following documents:
 - i) Driving Licence of duty driver
 - ii) Vehicle insurance
 - iii) Tax paid receipt
 - iv) RC book
 - v) Pollution Test Report
 - vi) Fitness certificate

- v) The registration Certificate shall be in the name of owner/partner/firm name. The attested or notarized Photostat copies of R.C., Insurance, Road tax and permit shall be enclosed with your quotation.
- w) The firms should be registered with Central Board Excise and Customs for Service Tax/GST.
- x) Diver should report on duty place as per the instruction given from CGAOT (BGL) without any delay.
- (y) The firm is bound to carry out regular maintenance of the vehicle as per direction of CGAOT(BGL) and shall keep the vehicle in fit condition all the times for smooth operation of vehicle.
- (z) The firm should be responsible for payment of minimum wages, insurance cover and all other statutory payments & facilities as required under prevailing labour laws to the driver deployed on the vehicle.
- (aa) For not providing the vehicle and non-reporting of driver on duty any day, a recovery will be made from the bill of the firm at the rate of ₹ 2000.00 for each such default.
- (ab) Penalties/Toll tax if any levied by traffic police should be borne by the firm.
- (ac) This Headquarters/CGAOT(BGL) reserves the right to seek replacement of driver for the reasons like misbehaviour, irregularity etc and the firm should comply with the direction and nothing extra shall be paid.

(ad) **Drivers:** Drivers reporting to Coast Guard duties should be in possession of valid licence and badges as applicable. The contractor shall ensure that the antecedents of the drivers are verified by the police and they are in possession of the same while on duty. The drivers should be of good character. The contractor shall be responsible for discipline and behaviour of drivers deployed by them. The drivers are not to leave their place of duty, unless permitted to do so by a bonafied user. No mileage will be allowed for any lunch/tea break. Drivers should be well conversant with Bangalore roads, localities and should be punctual on their duties. The drivers should be in possession of mobile phone while on Coast Guard duty.

(ae) **Accidents:** 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, drivers, passenger or any third party, the responsibility for any legal or financial implication shall rest solely with the contractor. The District Commander, DHQ-3 or the Govt of India shall have no liability, What so ever, in this regard.

15. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

16. **Export License – NA**

17. **Earliest Acceptable Year of Manufacture –:** _____ Quality / Life certificate will need to be enclosed with the Bill

18. **Buyer Furnished Equipment –NA**

19. **Transportation** – The following Transportation clause will form part of the contract placed on successful Bidder –

- (a). CIF/CIP – NA
- (b). FOB/FAS – NA
- (c). FCA – NA

20. **Air lift – NA**

21. **Packing and Marking – NA**

22. **Quality –** The quality of the vehicles delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same vehicles for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the vehicles suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the vehicles to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the

latest improvements and modifications thereto and vehicles of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

23. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within with the supply of vehicles month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

24. **Inspection Authority:** The Inspection will be carried out by the Consignee. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

25. **Pre-Dispatch Inspection – NA**

26. **Joint Receipt Inspection – NA**

27. **Franking clause – NA**

28. **Claims:** This Headquarters will be not responsible for any claim arise due to accident of the vehicle.

29. **Warranty- NA**

30. **Product Support – NA**

31. **Annual Maintenance Contract (AMC) Clause – NA**

32. **Engineering Support Package (ESP) clause – NA**

33. **Price Variation (PV) Claus– NA**

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). **NA**

(c). The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i). In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(ii). Blank

1. NA

2. NA

3. Sales tax and other local levies, i.e. Octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d). The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT 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 duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty 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 excise duty 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 prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(e). In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(f). If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(g). The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 10%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(h). The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(i). Any other criteria as applicable to suit a particular case.

New provisions (Page 212-213)

2. **Price Bid Format:** (to be used for I-I determination): The Price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (The format indicated below is only as an illustration. This format should be filled up with items / Basic price of:-

(a). item (s):-

SI	Vehicle Name	Service	Basic Amt.	GST	Total Amt.
(a)	Innova (A/c)	10 Hrs / 100 Kms			
		12 Hrs / 110 Kms			
		Outstation Trip (min 250 Km/12 Hrs duty)			
		For all slots extra per Km			
		Extra per hour			
		Night halt			
(b)	Swift Dzire/ Etios/Sail (A/c)	10 hrs/ 100 kms			
		12 hrs/ 110 kms			
		Out Station Trip(min 250 km/12 hrs duty)			
		For all slots extra per km			
		Extra Per Hrs			
		Night halt			
(c)	Tata Indica (A/c)	10 hrs/ 100 kms			
		12 hrs/ 110 kms			
		Out Station Trip(min 250 km/12 hrs duty)			
		For all slots extra per km			
		Extra Per Hrs			
		Night halt			
(d)	Tata Indica (Non A/c)	10 Hrs / 100 Kms			
		12 Hrs / 110 Kms			
		Outstation Trip (min 250 km/12 Hrs duty)			
		For all slots extra per km			
		Extra per hour			
		Night halt			
(e)	Xylo / Qualis /Tavera/ Tata Sumo (Non A/c)	10 hrs/ 100 kms			
		12 hrs/ 110 kms			
		Out Station Trip(min 250 km/12 hrs duty)			
		For all slots extra per km			
		Extra Per Hrs			
		Night halt			

(f)	Xylo / Qualis / Tavera (A/c)	10 hrs/ 100 kms			
		12 hrs/ 110 kms			
		Out Station Trip(min 250 km/12 hrs duty			
		For all slots extra per km			
		Extra Per Hrs			
		Night halt			
(g)	Tata Indica (Non A/c)	On monthly basis (3000 Kms per month, per day 12 hrs except Sunday)			
		Extra per km			
		Night halt			

(b). Accessories –

(c). Installation / Commissioning –

(d). Training –

(e). Technical literature

(f). Tools –

(g). AMC

(h). Any other item

Note: 1. Determination of L-1 will be done based on total of basic prices (not including levies , taxes and duties levied by Central/ State /Local governments such as excise duty , VAT, services tax, Octroi/entry tax, etc on final product) of all items/ requirements as mentioned above.

3. Additional information in price Bid on Taxes and Duties (not in scope of L-1 determination).

- a. Excise Duty extra?
- b. If yes, mention the following:
 - (i). Total value of items on which Excise Duty is leviable:
 - (ii). Rate of Excise duty (item-wise if different ED is applicable):
 - (iii). Surcharge on Excise duty, if applicable?
 - (iv). Total value of excise duty payable:
- c. Is Excise Duty Exemption (EDE) required?
- d. If yes, then mention and enclose the following:
 - i. Excise notification number under which CDE can be given
- e. Is VAT extra
- (f). If yes, then mention the following:
 - (i). Total value on which VAT is leviable:
 - (ii). Rate of VAT:
 - (iii). Total value of VAT leviable:
- (g). Is Service Tax extra?
- (h). If yes, then mention the following:
 - (i). Total value of Services on which Service Tax is leviable:
 - (ii). Rate of Service Tax leviable:
 - (iii). Total value of Service Tax leviable:
- (j). Is Custom Duty Exemption (CDE) required?
- (k). If yes, then mention the following:
 - (i). Custom notification number under which CDE can be given (Enclose a copy):
 - (ii). CIF value of stores to be imported:
 - (iii). Rate of Customs Duty payable:
 - (iv). Total amount of Customs Duty payable:
- (l). Octroi / Entry taxes:
- (m). Any other Taxes / Duties / Overheads / Other costs

