



Tele : 06722-223338  
 Fax : 06722-220174  
 Email : dhq7-lpcell@indiancoastguard.nic.in

Reply should be addressed to  
 The Commanding Officer,

Headquarters  
 Coast District No.7  
 Badapadia  
 Paradip – 754 142

436/D-7/MT/HRG/01/18-19

08 Jun 18

**REQUEST FOR PROPOSAL FOR ESTABLISHING ANNUAL RATE CONTRACT FOR  
 HIRING OF TRANSPORT FOR CGDHQ-7, CGSD (PDP), CGRPT (PDP) AND  
 VISITING SHIPS FOR FY 2018-2019**

Our Ref No.	436/D-7/MT/HRG/01/18-19	Date:-	08 Jun 18
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Sir,

1. **"Online bids"** are invited from Registered/approved/reputed firms by the **Commanding officer CGDHQ-7** for **"ESTABLISHING ANNUAL RATE CONTRACT FOR HIRING OF TRANSPORT FOR CGDHQ-7, CGSD (PDP), CGRPT (PDP) AND VISITING SHIPS"**, listed in **Part II** of this RFP. **Manual bids shall not be accepted. Tender document** can be viewed and downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET. The tender document can be obtained from The Commander, Headquarters, Coast Guard Dist No.7, Badapadia, Paradip, Odisha (state) – 754 142/ ICG website [www.indiancoastguard.gov.in](http://www.indiancoastguard.gov.in) on payment of Rs. 250/-. If the document downloaded from the website Rs. 250/- be submitted along with the EMD to this office. The CRITICAL DATE SHEET are as under:-

**CRITICAL DATE SHEET**

SL.	DESCRIPTION	DATE & TIME
(a)	Published Date	08 Jun 2018 (1500 hrs)
(b)	Bid Document Download / Sale Start Date	08 Jun 2018 (1530 hrs)
(c)	Clarification Start Date	09 Jun 2018 (0900 hrs)
(d)	Clarification End Date	18 Jun 2018 (1700 hrs)
(e)	Pre-bid Meeting	---
(f)	Bid Submission Start Date	09 Jun 2018 (0900 hrs)
(g)	Bid Document Download / Sale End Date	27 Jun 2018 (1500 hrs)
(h)	Bid Submission End Date	28 Jun 2018 (1500 hrs)
(j)	Opening Bid	02 Jul 2018 (1100 hrs)

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

The Commander  
(for Motor Transport Officer)  
Headquarters  
Coast Guard Dist. No.7  
Badapadia, Paradip  
Odisha – 754 142  
Tele : 06722-223338, Fax : 06722-220174  
Email id:- dhq7-lpcell@indiancoastguard.nic.in

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

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

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

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

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

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

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

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

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

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

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

Thanking You,

Yours faithfully,



(MJ Singh)  
Dy Commandant  
Motor Transport Officer  
for Commanding Officer

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

## **Part I – General Information**

1. **Last date and time for depositing the online bids.** As per critical date sheet the online bids should be uploaded as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the bids.** Online Bids be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids or Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Time and date for opening of bids. As per critical date sheet** (If due to any exigency, the due date for opening of the bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.)
4. **Location of the tender box.** NA
5. **Place of Opening of the Bids.** The Commander, Headquarters, Coast Guard Dist. No.7, Badapadia, Paradip, Odisha (state) – 754 142.
6. **Single stage two bid system.** The case is being processed on **Single stage two bid system**, the bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical and commercial compliances based on requisite documents received online will be carried out by a board of officers. The details of TEC and commercial evaluation will be uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
7. **Forwarding of bids.** Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo/letter pad in the form of PDF online (<https://eprocure.gov.in/eprocure/app>).
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing by the clarifications as per critical date sheet at address at mentioned above.
9. **Modification and withdrawal of Bids.** The Bidder may modify (resubmit) his bid online after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.
  - (a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal.
  - (b) No bid will be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.
10. **Clarification regarding contents of the Bids.** During evaluation of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders/bids 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 for **120 days** from the last date of submission of the bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs.91,939.00.00 (Rupees Ninety One Thousand Nine Hundred Thirty Nine Only)** in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in the name of **The Commander, Coast Guard District No.7** 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 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), MSME 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.
15. **Revision of Contract Rates:-** The initial agreement is for a period of one year however the same can be extended for up to three months if mutually agreed to by the contractor and CGDHQ-7.
16. **Right to terminate the contract:-**
- (a) The first party reserves the rights to cancel or terminate this contract agreement giving reason and time maximum up to one month.
  - (b) The first party also reserves the right to terminate the contract without assigning any reason or/ and without giving any time.
  - (c) Contract will be terminated if violation or breach of any one or more terms/conditions is observed. It will be up to the first party to give any warning/time for improvement by the Second party or not.
  - (d) Poor performance of staff, irregularity in reporting, misconduct or unlawful conduct by the staff, breach of security, breach of contract terms, association with unlawful organization or antisocial elements, espionage, disregard to office rules etc. will also qualify for termination/cancellation of contract by the first party as well be subjected/dealt as per relevant laws by the first party.

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

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

## **PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED**

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

SL.	NAME/ TYPE OF VEHICLE	DESCRIPTION	QTY. REQUIRED
(a)	Car (Non AC) Daily Basis.	Maruti Swift Dzire, Tata Indica, Tata Indigo, Cheverolet Sail, Honda Amaze & Toyota Etios or equivalent.	276/Year
(b)	Car (Non AC) (As and when required Basis)	Maruti Swift Dzire, Tata Indica, Tata Indigo, Cheverolet Sail, Honda Amaze & Toyota Etios or equivalent.	240/Year
(c)	Car (AC) As and when required Basis	Maruti Swift Dzire, Tata Indica, Tata Indigo, Cheverolet Sail, Honda Amaze & Toyota Etios or equivalent.	144/Year
(d)	Car (Sedan Premium) As and when required Basis	Hyundai Verna, Honda City, Maruti Ciaz, Wolks Wagon Jetta, Toyota Corolla & Toyota Innova or equivalent.	60/Year
(e)	Multi Utility Vehicle (As and when required Basis)	Tata Sumo, Mahindra Bolero, Cheverolet Tavera, Mahindra Scorpio & Maruti Ertiga or equivalent.	36/Year
(f)	Pick up Van (Tata-207. Category:- Light Motor Vehicle. Capacity:- 1275 Kg.)	As and when required. (06hrs/60 Km or 12Hrs/120 Km)	36/Year
(g)	Mini Truck (05 Ton)	As and when required.	60/year
(h)	32 Seater Mini bus (Non AC)	As and when required.	264/Year
(j)	52 Bus seater (Non AC)	As and when required.	24/Year

2. **TECHNICAL DETAILS:-**

The following details and documents are to be submitted:-

(a) Details of the vehicles along with copy of permit for commercial use are to be provided with the Technical bid. A minimum of two vehicles need to be owned by the transport firm/partner and must have an office at Paradip with one dedicated person present to look after and fulfill the vehicle requirement 24x7.

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

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

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

(e) The bidder must provide at least one client certificate of satisfactory performance from the parties to whom they have provided vehicles during the last two financial years i.e., **2016-17, 2017-18.**

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

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

(i) Company Name and Owners names

(ii) PAN No.

(iii) GST No.

(iv) Financial Audit report 2016-17

(v) Copy of latest income tax return to be enclosed

(vi) Address of Registered Office and Telephone No.

(vii) Firm Registration No. with RTO Odisha along with details of valid permit for operating of vehicles on commercial basis. (Copy of Certificate to be enclosed).

(viii) Any other details

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

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

(a) BoQ.xls as per para 2 of part V.

(b) Signed and scanned copy of Registration certificate from ICG, if any

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

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

(ii) Buyer reserve right to cancel any bid without assigning any reason.

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

(a) **Local:-**

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

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

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

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

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

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

6. **Delivery Period.** The Successful bidder/contractor will be required to sign an agreement with the Buyer with 07 days from the date of written intimation to this effect. Supply order/job order will be issued against the contract agreement for hiring of vehicles on as required basis. Intimation regarding the daily requirement of vehicles shall be conveyed telephonically at or before 2000 Hrs on the previous day by the MTO/MT section of CGDHQ-7. Subsequently, such intimation in writing shall follow. Please note that Contract can be cancelled unilaterally by the Buyer in case contracted items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

7. **Consignee Details / Reporting of Vehicles.** The required vehicles will report to CGDHQ-7 (Motor Transport Officer), Badapadia, Paradip, Odisha-754 142 or designated place as directed on date/time notified to the contractor by MTO/MT Section. All vehicles must have sufficient fuel while reporting on duty for full day and no vehicle will be accepted with less fuel.

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



### **PART III – STANDARD CONDITIONS OF RFP**

The bidder is required to give confirmation of their acceptance of the standard conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

Only the relevant portions of the standard conditions have been reproduced below. For the complete conditions you may log on to Ministry of **Defence official web site**.

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

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

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

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

1860 of the prevention of corruption Act, 1986 or any other act enacted for the prevention of corruption shall entitle the customer to cancel the contract order and all or any other contract orders with the contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer / employee of the Buyer or to any other person in a position to influence any officer / employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

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

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

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

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

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

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

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

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

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

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

14. **Taxes and Duties.**

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

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

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

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

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

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

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

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

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

#### **PART IV – SPECIAL CONDITIONS OF RFP**

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

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (SBI, Syndicate Bank, ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry of the contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause.** This contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** This contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of Buyer to place the Repeat order or not.

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required services upto that limit without any change in the terms and conditions and prices quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders of receiving payments through ECS is at Form DPM-11(Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents :

(a) Payment will be made on monthly basis after successful execution of supply/job orders issued against the RC during this period.

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

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

(a) Ink-signed copy of Contingent Bill.

(b) Ink-singed copy of Commercial Invoice/Seller's Bill.

(c) Copy of Work Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(d) Work Done Certificate (to be raised by the Buyer).

(e) Duty Slips/Trip Sheets duly signed by the user.

(f) Performance Bank Guarantee/Indemnity bond where applicable.

(g) DP extension letter with CGA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

- (h) Details of electronic payment viz., Account Holder's name, Bank name, Branch Name and Address, Account Type, Account Number, IFSC Code, MICR code (if these details are not incorporated in Supply Order/Contract).
- (i) Any other document/certificate that may be provided for in the Supply Order/Contract.
- (j) User Acceptance, Where applicable.
- (k) Photocopy of PBG.

8. **General Conditions.**

(a) **Vehicle.**

- (i) The seller, hereafter called as second party agrees to provide the vehicles to Indian Coast Guard units i.e., CGDHQ-7, CGSD (PDP), CGRPT (PDP) & visiting ships at Paradip as per the terms and conditions of the rate contract.
- (ii) The second party agrees inspection of vehicles whenever requisition will be submitted by authorized reps of this headquarters not less than 06 hours in advance. No charges will be claimed by firm for such inspection.
- (iii) The number of vehicles hired is subject to the requirements of buyer hereafter called as first party and may change from time to time. The second party agrees to provide vehicles without any preconditions to minimum/maximum number of vehicles.
- (iv) The vehicles will normally be hired by first party on 12 hrs/120 Km basis. Requirement of lesser period will be specified by the first party but will not be less than 06 hrs/60 Kms. Any period of less than five hours will be considered as for 06 hrs/60 Kms.
- (v) The second party agrees that the vehicles being hired must be in possession of valid RC books along with proof of registration with the West Bengal Administration and should have current **valid operating(commercial) permit from the concerned competent authority.** Letter from RTO regarding change of ownership of vehicles/similar documents will not be accepted as RC book. The vehicles provided to Coast Guard should not be under litigation and should have comprehensive valid insurance, taxes paid as per prevailing rules.
- (vi) The second party agrees to be in a position to provide the vehicles at any given time within one hour notice from the first party.

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

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

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

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

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

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

(xiii) Additional requirement of vehicles will be intimated to the contractor 2 hrs in advance.

(xiv) All cars to have clean white seat covers and should be washed/changed once a week failing which a penalty of Rs.500.00 (Rupees Five Hundred Only) for each occasion would be charged from the contractor.

(xv) Cleanliness of vehicles and seat covers has to be ensured by the firm. Dusting up and cleaning of vehicles should be done every day and air fresheners and one bottle (01 ltr) of fresh drinking water available at all time should be provided in every vehicles. If such are not done a penalty of Rs 250/- per day will be levied to the contractor.

(xvi) Any traffic violation fine will be paid by the firm.

(xvii) All vehicles with fire extinguisher and first aid box to be provided with **registration of Jan 2018 or later.**

(xviii) Star plate / Flag post fixing arrangement is necessary in all indigo / equivalent cars. Also revolving red lights should be made available for specified VVIP cars.

(xix) All Drivers will report at CGDHQ-7 when they join the duties for collection of trip sheets and they have to take signature from user.

(xx) Monthly bills are to be submitted in quadruplicate officially along with trip sheet duly signed by users for each hiring. PCDA (Navy), Kolkata is the paying authority for **clearing bills within 90 days.**

(xxi) Successful bidders will be obliged to fulfill all transport requirements of this office, at all times, also in case of a breakdown, the transports shall be responsible for providing a suitable replacement within an hour or else the Coast Guard will claim Rs. 1000/- (Thousand only) towards penalty and the same will be deducted from the transport pending bills/payments.

(xxii) Vehicles will also be hired on Saturday/Sunday/Holidays depending upon the official requirements.

(xxiii) Vehicles required for Coast Guard Welfare requirement will also be hired at same rates of contract.

(xxiv) Supplier has to instruct their drivers that all drivers will report to MT section daily morning to submit last day trip sheet (signed by users with their name rank) and to receive fresh trip sheet for the day. They will not move anywhere without permission/intimation of MTI/MTO.

(xxv) Bus being provided under contract shall be good standard with registration not later than 2015 and internal of the bus should have sliding window with window curtains and comfortable uniform seats.

(b) **Drivers.**

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

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



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

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

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

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

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

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

(ix) First party will not be responsible for any misconduct or disobedience by the drivers to any law enforcing agencies.

(x) The drivers will be allowed half an hour lunch break. However this will not be considered if vehicles are hired for six hours or less time. Reporting time/place for respective vehicles will be intimated by operating units/nominated reps of the Indian Coast Guard and it will be duty of firm to ensure availability of vehicle at desired place/time.

(xi) The Second party will be responsible for the personal/administrative needs of the drivers like rests, payments, refreshments, medical or other such requirement which may affect the quality of the service rendered by the contractor. The First party will not be bound to consider these factors while assessing performance of the second party with regards to driver's conduct.

(xii) Drivers should be medically fit for driving duty. They should not have illness, infectious disease when reporting for duty.

(xiii) For outstation duty, the driver will have to make his own arrangements for stay and food. For the same, the transporter should pay/provide sufficient cash in hand for fuel and other consumables. Provision of working STIPENY TYRE in the vehicle is mandatory.

(xiv) In case the driver reports for duty without the approved uniform, a penalty of Rs 250/-(two hundred and fifty only) for each occasion would be charges to the contractor.

(xv) Any overtime arising due to breakdown of vehicles provided by contractor shall be on his account and shall not be charged to Coast Guard.

(xvi) The contract can be terminated with mutual agreement of parties with one month notice.

(c) **Financial**

(i) The second party agrees to deposit with first party an **amount of 10%** of the contract value as PBG (**Performance Bank Guaranty**) as per Form DPM-15 (Available in MOD website and can be provided on request) through a public sector or private sector authorized to conduct government business, which will in turn will be deposited with Senior Accounts Officer, PCDA(N), Kolkata by the first party and will be released only, after making adjustment if any to safe guard Govt. interest. Bills for vehicles hired prior to submission of Performance Bank Guarantee will be forwarded to PCDA (Navy) Kolkata only after receipt of Performance Bank Guarantee.

(ii) The PBG(Performance Bank Guaranty) cum security deposit will be used to adjust any dues/other charges against the second party and remaining amount if any will be returned to second party only after 14 months from the date of conclusion of contract(12 months Contract Period + 60 Days). In case of violation of terms and conditions/breach of contract by the Second party, the amount may be confiscated or an appropriate amount as deemed fit may be deducted. No claim to return the PBG in such case will be entertained.

(iii) In case of first party hiring the vehicles from other sources at higher rates than agreed by the second party in this contract, due to inability of the second party to provide such vehicles, the second party will have to clear such bills and not have rights to claim higher rates for vehicles hired from them or else will be adjusted against the PBG cum security deposit and bills pending for payment

(iv) In case, the contract is prematurely terminated/cancelled owing to poor services rendered by the second party, the first party will have right to engage other sources for providing vehicles during the interim period till the time new rate contract is concluded. In this case also the interim period till the time new rate contract is concluded. In this case also the damages/additional charges towards hiring will be payable by the firm and will be adjusted against the PBG cum security deposit and bills pending for payment.

(v) If the charges payable by the second party are in excess to the PBG cum security deposit amount deposited with Senior Accounts Officer, CDA (N), Kolkata and the bills are pending for payment, the first party shall have the right to recover the additional charges from the second party against pending bills.

(vi) The pre-receipted bills will be forwarded by the second party along with fully completed/signed worksheets on fortnightly basis, to the concerned operating units who in turn will forward the contingent bills for the same. The payments will be made by Senior Accounts Officer, PCDA (N), Kolkata, directly to the second party against Contingent Bills. The correctness of invoices/worksheets will be ensured by the second party. Postal delays and delay in processing of bills by Senior Accounts Officer, PCDA (N), Kolkata will not be attributable to first party and no claims with respect of such delays will be entertained by the first party.

(vii) The submission of bills will not be delayed beyond 20 days by the second party.

(viii) The mode of calculation KM and Hrs will be as under :

(aa) Kms and Hrs will be counted from the time the vehicle reports to the place as directed by the first party and endorsed by the unit. The closing Km reading/time will be counted from the time the vehicle is released by the user and will be endorsed by him. The Kms run by the vehicle from second party to the place directed by the first party and vice versa before and after duty time will not be paid for.

(ab) The starting and closing reading of milometer will be endorsed by the contract operating units in the worksheet along with hired/de-hired time. In case the vehicle on completion of final assignment of the day does not report back to endorse de-hired time/kilometer, vehicle will be presumed to be in use only for 12 Hrs/120 Kms (as 06 Hrs/60 Kms if hired for 06 Hrs/60 Kms). The second party will forfeit the right to claim any extra amount which otherwise would have been due to them towards extra mileage/time of such vehicle.

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

(ad) The drivers will be allowed half an hour for lunch break. Such allowance will not be feasible if vehicles are hired for 06 Hrs or less time.

(ae) Additional administrative needs of the driver/vehicle, like rest, fuelling and repair of vehicle will not be attributed to Hrs/Kms used.

(af) Reporting time & place of respective vehicle will be intimated by operating units/nominated rep of the first party, and it will be duty of second party to ensure availability of vehicles at desired place/time.

(ix) The second party shall have a valid CST Number and Income Tax Account Number. Income Tax may be deducted by Senior Accounts Officer, PCDA(N), Kolkata at the source from the bills, however it will be sole responsibility of second party to pay all govt. taxes in time. First party will not be held responsible for any delay/non-payment of such taxes.

(d) **Miscellaneous**

(i) The vehicle will be hired and de-hired by ICG Units as per directives from the first party. These units will be for all aspects considered as nominated contract operating units and the Commanding Officer of these units will be considered as nominated representatives of first party.

(ii) In the event of any dispute arising under these terms and conditions, the decision of the first party or any other officers nominated by the first party for this purpose will be final. The contract operating authorities shall be deemed to be the officer nominated for the purpose.

(iii) Second Party should be in a position to be contacted telephonically 24 hours on all day including Sunday/Holidays to enable the user unit/rep of the first party to place requisition/orders/complaints etc. The second party also shall have regular office establishment, telephones and fax for communication and Contact.

(iv) The contractor or his representative will be available at Coast Guard Regional Headquarters on intimation for reviewing the performances of firm in supply of the vehicle and to personally oversee and ensure the allocation of vehicles. An amount of Rs. 200/- can be deducted from the value of hired vehicle on any day or from pending bills for failure on this account.

(v) Delay in reporting, Non supply of vehicles, Driver missing from place of duty after reporting and break down of vehicle will invite a minimum penalty as mentioned in para 8 of Part III of the RFP and will be deducted from the pending bills of the contractor.

(vi) Transport provider/agency should have an office at Paradip manned 24 hrs with telephone/mobile facility.

9. **Fall Clause.** Fall clause is price safety mechanism in the rate contract. The fall clause provides that if rate contract holder reduces its price or sell or even offers to sell the rate the contracted goods following condition of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that dated for all the subsequent supplies under the rate contract and the rated contact amended accordingly. Other parallel rate contact holders, if any, will also be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15(fifteen days) time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice. The purchase organizations will keep special watch on the performance of rate contract holders who reduce their prices on one pretext or other. If their performances are not up to the mark, appropriately severe action will be taken against them including deregistering them, suspending business deals with them, terminating the contract, etc.

10. **Risk & Expense clause.** Successful bidders will be obliged to fulfill all transport requirements of this office, at all times, falling which the office will reserve the right to hire transport from alternate agencies at risk and expense of the successful bidders on the prevailing market rates. Such hiring from alternate sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor of such hiring. Expenses incurred on risk and expenses hiring, shall be debited from the security deposit of the contractor.

11. **Force Majeure clause.** 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.

12. **Rights to Terminate the Contract.**

- (a) The first party reserves the rights to cancel or terminate this contract agreement giving reason and time maximum up to one month.
- (b) The first party also reserves the right to terminate the contract without assigning any reason or and without giving any time.
- (c) Contract will be terminated if violation or breach of any one or more terms/conditions is observed. It will be up to the first party to give any warning/time for improvement by the second party or not.
- (d) Poor 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.
- (e) The PBG cum security deposit will be returned/ forfeited, adjusted as per terms given above.
- (f) First party can float tenders for new rate contract before actual date of termination of contract and second party will have no objection to that. However, new rate contract will be signed only after due date of termination of contract.

**PART 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. Two separate namely clerical staff and supporting staff are indicating in the RFP.
  - (b) The Lowest Bid will be decided upon the following:-
    - (i) Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/state/Local government such as excise duty, VAT, Service Tax, Octroi,/entry tax, etc on final product)
    - (ii) The quote for clerical staff will be calculated. Based on this calculation, the firm quoting least for clerical group only will be awarded contract for that specific group.
    - (iii) Similarly the quote for supporting staff will be calculated.

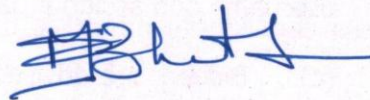
2. **Price Bid Format:** The Price Bid Format is enclosed as BOQ proforma and Bidders are required to download the BOQ file, open it and complete the unprotected cell with their respective financial quotes and other details (such as name of the bidder) and **UPLOAD** schedule of price bid in the form of **BOQ XXXXX.xls** in the bid.

**\*Service Charges/Contractor's profit will be added at the time of deciding L1.**

**\*\*Service Charges/Contractor's Profit (%) will remain unchanged on account of change in rate of Minimum Wages by Labour Commissioner.**

Thanking you.

Yours faithfully,



(MJ Singh)  
Dy Commandant  
Motor Transport Officer  
for Commanding Officer

**(Refer para 3 of Part II of RFF No. 436/D-7/MT/HRG/01/18-19 dated 2018)**  
**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. **Registration**

(a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

(b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

(e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. **Searching for Tender Documents**

(a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.



(b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 3. **Preparation of Bids**

(a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

(b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### 4. **Submission of Bids**

(a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- (c) Bidder has to select the payment option as "offline" to pay the tender fee/ EMD as applicable and enter details of the instrument.
- (d) Bidder should prepare the EMD (if applicable) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (j) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. **Assistance to Bidders**

(a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**Annexure 'B'**  
**Refer para 3 of Part-II of RFP**

**PERFORMA FOR COMPLIANCE STATEMENT OF BIDDER**

SL.	TECHNICAL CRITERIA	ACCEPTED / NOT ACCEPTED	REMARKS
(a)	Indicate acceptance of General conditions given in Para 8 of part-IV of RFP. Signed copy of acceptance letter to be submitted as per annexure 'C'.		
(b)	Indicate whether the firm owns Vehicle/Bus in the name of company or proprietor. Should have capacity to provide <b>as per SOR mentioned at para 1 &amp; 2 (a) of part-II of RFP</b> with registration on or post <b>Jan 2015</b> . These vehicles are to be slotted for ICG.		Attach Copy of RC Book of all vehicles
(c)	Indicate number of vehicles having Odisha Registration.		Attach Copy of RC Book
(d)	Copy of the valid comprehensive insurance policy of the vehicles is to be enclosed.(Insurance of the vehicle, and the risk of passengers travelling in the vehicles, third party insurance should be covered by the transport to the extent of liability specified in the Motor Vehicles Act & Rules made there under or any other law applicable in that respect)		Attach documents
(e)	A list of the drivers and conductors being deputed for Coast Guard along with their valid driving license numbers of drivers are to be enclosed		Attach the list of drivers with driving license number
(f)	Declaration from the transporters on their letter head stating that the drivers are of good character, have valid driving license, aware of roads, Traffic Rules and are competent to drive. They will be in the white uniform with shoes and with mobile at the time while on duty		Indicate acceptance. Also Attach declaration certificate.
(g)	The transporters must provide at least one clients certificates of satisfactory performance from the parties to whom they have provided " Cars on hire" during the last 2 financial years i.e 2016-2017 and 2017-2018.		Attach the certificates.
(h)	Transporters shall produce along with tender, Partnership deed and Registration certificate/Memorandum of Association stating the purpose of existence of company as travelling/transportation agent :		Attach the documents
(j)	Indicate the transporter have their office at Paradip with one dedicated person present to look after and fulfil the vehicle requirement 24x7.		Provide address of the office and contact numbers.

(k)	Provide Following details about the transport firm. (i) Company Name and Owners names (ii) PAN No and copy of Pan card (iii) GST No (iv) Financial audit report of 2016-17. Copy of income tax return of last two years: (v) Address of Registered Office and Telephone No (vi) Other details:- -----		In addition also attach Balance sheet of Fy 2017-18 and Income tax returns of previous 02 years.
(l)	The firm has to offer all vehicles catered for physical inspection by CG Staff.		Enclose the vehicles registration Nos.
(m)	EMD for Rs.91,939.00.00 (Rupees Ninety One Thousand Nine Hundred Thirty Nine Only)] by Demand Draft is to be submitted by firm in favor of The Commander, Coast Guard (Odisha), Payable at Paradip.		Enclose EMD as per para 14 of part-I of RFP.
(k)	Undertaking that the drivers and conductors do not have Criminal case pending against them.		Enclose the undertaking certificate by the proprietor.

**Note- All supporting documents as mentioned above are to be scanned and uploaded with this Performa.**

-----  
 (Signature of the bidder's authorized rep)

**Annexure 'C'**  
**Refer para 3 of Part-II of RFP**

E -mail: [dhq7@indiancoastguard.nic.in](mailto:dhq7@indiancoastguard.nic.in)

Tele:- 06722-223338

FAX:- 06722-220174

**TENDER/ CONDITIONS ACCEPTANCE LETTER**  
**(TO be given on Rs 10/- Stamp Paper duly Notarized)**

Date:-

To,  
The Indian Coast Guard,  
Headquarters No.7,  
Badapadia, Paradip  
Odisha – 754 142.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. : **436/D-7/MT/HRG/01/18-19.**

**NAME OF WORK :- ESTABLISHING ANNUAL RATE CONTRACT FOR HIRING OF TRANSPORT FOR CGDHQ-7, CGSD (PDP), CGRPT (PDP) AND VISITING SHIPS FOR FY 2018-2019**

Dear Sir,

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender / Work' from the web site(s) namely:- <https://eprocure.gov.in/eprocure/app>
2. I/ We hereby certify that I/ We have read entire terms and conditions of the tender documents from Page No. 01 to 29 (including all documents like annexure), schedule (s), etc.,), which form part of the Contract Agreement and I/ we shall abide hereby the terms / conditions/ clauses contained therein.
3. The corrigendum (s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in totality/entirely.
5. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/ right against deptt in satisfaction of this condition.

Yours faithfully

(Signature of the Bidder, with Official Seal)