Tele: + 91 - 11 - 23074137 Fax: + 91 - 11 - 23384908

E mall: cqs-del@indiancoastquard.nic.in

Reply should be addressed to: The Commanding Officer

Indian Coast Guard Station Delhi National Stadium Complex New Delhi - 1100 01

	Quoting :	CGS	(D).	/MT/	436	/1	/ARC	/ADDITIONAL	13	Sep 2018
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# INVITATION OF QUOTATIONS FOR ANNUAL CONTRACT FOR HIRING OF ADDITIONAL STAFF CARS (AC & NON AC), MUV (01 TONNER) AND TRUCK (03 TONNER), FOR INDIAN COAST GUARD STATION DELHI

1. Online bids" (Under Two bid systems) from supplier/Service Provider firms are invited by the Commanding Officer, Indian Coast Guard Station, Delhi for supplying/Provision of services on Hiring for Staff Cars (AC & Non AC), MUV (01 Tonner) and Truck (03 Tonner) as per SOR for offices of Indian Coast Guard Headquarters / Indian Coast Guard Station Delhi, New Delhi as listed in Part II of this RFP for one year from the date of signing/conclusion of the contract. Manual bids shall not be accepted. Tender document can be viewed and downloaded from Indian Coast Guard website <a href="www.indiancoastquard.gov.in">www.indiancoastquard.gov.in</a> (for reference only) and CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as per the schedule given in CRITICAL DATE SHEET mentioned below:-

#### CRITICAL DATE SHEET

SL.NO.	DESCRIPTION	DATE & TIME
(a)	Published Date	17 SEP 18 (1130HRS)
(b)	Bid Document Download / Sale Start Date	17 SEP 18 (1130 HRS)
(c)	Clarification Start Date	18 SEP 18 (1000 HRS)
(d)	Clarification end date	19 SEP 18 (1700 HRS)
(e)	Pre-bid meeting	20 SEP 18 (1130 HRS)
(f)	Bid submission start date	20 SEP 18 (1600HRS)
(g)	Bid Document Download / Sale End Date	27 SEP 18 (1000 HRS)
(h)	Bid Submission End Date	27 SEP 17 (1500 HRS)
(j)	Bid Opening Date	28 SEP 17 (1530 HRS)

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

The Commanding Officer (Deputy Inspector General DS Chauhan) Indian Coast Guard Station National Stadium Complex

New Delhi - 110 001

Tele/ Fax: 011 23384908

Email: cqs-del@indiancoastquard.nic.in

- This RFP is divided into five parts as follows:
  - (a) Part I Contains General Information and Instructions for the Bidder(s) about the RFP such as the time, place of submission, opening of tenders and Validity period of tenders etc.
  - (b) Part II Contains essential details of the Staff cars (AC & Non AC), MUV (01 tonner) and Truck (03 tonner) /services required, such as the Schedule of requirements (SOR), Technical Specifications, vintage of Cars /MUV/ Truck 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 Bid(s).
- 4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
- You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/condition if any should be clearly brought out for consideration, however, acceptance of same will solely be at discretion of Coast Guard.
- 6. Bid documents may be scanned with 100 dpi with black and white option, in PDF format which helps in reducing size of the scanned document.
- 7. Tenderers'/Contractors 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.
- 8. Bids shall be submitted online only at CPPP website https://eprocure.gov.in/eprocure/app.
- Acceptance of Terms & Conditions. The tenderer shall clearly mention the following in their offer letter: -

'WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO. CGS (D)/MT/436/1/ARC/Additional dated <u>Sep 18</u>

10. The cost of tender is ₹. 250/- (Rupees Two hundred fifty only) (non-refundable). The payment will be accepted by Demand Draft in favour of 'CDA (Navy/Coast Guard) New Delhi 'payable at New Delhi only (cash will not be accepted).

(PK Singh)

Dy.Commandant

Motor Transport Officer for Commanding Officer

## TENDER ENQUIRY NO. CGS (D)/MT/436/1/ARC/ ADDITIONAL

. . . .

## HIRING OF STAFF CARS (AC & NON AC), MUV (01 TONNER) AND TRUCK (03 TONNER) FOR CGHO/ INDIAN COAST GUARD STATION DELHI

### PART I - GENERAL INFORMATION

- Last date and time for depositing the Bids: As per Critical Dates sheet: The online
  e-Bid under two bid system (technical & Commercial 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 should be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids documents. Bids sent by FAX or e-mail will not be considered.
- 3. <u>Time and date for opening of Bids: As per Critical Dates sheet:</u> If due to any service exigency, the due date for opening of the Bid is declared a closed holiday, the Bid will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.
- **4.** <u>Address for submission of EMD:</u> Office of the Commanding Officer, Indian Coast Guard Station Delhi, New Delhi.
- 5. <u>Place of opening of the Bids</u>: Technical / Commercial Bids will be opened in the Office of the Commanding Officer, Indian Coast Guard Station Delhi, New Delhi
- 6. Two Bid system: The case is being processed in Two bid system and the bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of Technical and Commercial Bids based on requisite documents received online by the tender will be carried out by a board of officers (TOC/TEC). The details of Technical and Commercial Bids evaluation will be uploaded on the Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app).
- 7. <u>Forwarding of Bids</u> Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo / letter pad in the form of pdf.
- **8.** <u>Clarification regarding contents of the RFP</u>: 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 on line after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.
  - (a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal.
  - (b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

- 10. <u>Clarification regarding contents of the Bids:</u> 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 entertaine
  - 11. <u>Rejection of bids.</u> 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.: NA

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- 13. <u>Validity of bids.</u> The Bids should remain valid for a period of **90 days** from the last date of submission of the bids.
- Earnest Money Deposit (EMD). Bidders are required to submit Earnest Money Deposit (EMD) for an amount of ₹. 1, 50,000.00/- (Rupees One lakh fifty thousand only) in form of demand draft / fixed deposit receipt / Bankers Cheque along with their bids. The EMD (demand draft/fixed deposit receipt / Bankers Cheque) should be account payee and issued by any of the public sector banks authorized to conduct government business in favour of " The Commanding Officer, Indian Coast Guard Station Delhi " payable at New Delhi as per Form DPM-13 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance security from bidders as called for in the contract. EMD is not required to be submitted by those Bidders who are registered for the same item / requirement 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. Details / types of Staff Cars, MUV and trucks to be hired by Indian Coast Guard for plying in Delhi / New Delhi and NCR (NOIDA, Greater NOIDA, Ghaziabad, Faridabad & Gurugram) on daily basis against this contract is given below. However, these quantities are only indicative and actual number of hiring may vary as on requirement basis for one year from the date of conclusion of contract. It will be further extendable by two more years (i.e. Total 03 years) subject to satisfactory service and mutual agreement of the Buyer and the seller against the same terms and conditions & price

## Requirement of vehicles for CGHQ/ICGS Delhi

- (a) Staff Cars (AC) : (05 Nos) for 12 Months (Ciaz/Honda City/Toyota Corrolla Altis or Equivalent)
- (b) Staff Cars (Non AC) : (04 Nos) for 12 Months (Dezire/Etios or Equivalent)
- (c) MUV (01 Tonner) : (01 No.) for 12 Months (Mahindra Bolero / Tata Sumo/ Cheverolet Tavera or Equivalent)
- (d) Truck (03 tonner) : (01 No.) for 12 Months (Tata/ Swaraj Mazda/ Eicher or Equivalent)

Note: Rates are to be quoted separately for Staff cars (AC & Non AC), MUV (01 Tonner) and Truck (03 Tonner) slabs and for monthly basis hiring required occasionally as per format given in appendix B-1 to B-2.

- 2. Requirement of Vehicles. The contractor will provide required number of vehicles which have current valid permit from concerned competent authority, as on required basis. Intimation regarding the daily requirement of vehicles shall be conveyed telephonically at or before 2000 hrs on the previous day by Motor Transport Officer, ICGS Delhi. Subsequently, such intimation in writing shall follow. It is up to the contractor to arrange supply, as on required basis, on demand, on a particular day. Vehicles of EURO/ Bharat stage V onwards will only be accepted. The vehicles should be not older than 02 years (i.e not older than year 2016 model). The vehicles will be required for use as under:-
  - (a) Staff car (AC & Non AC) 2200 Kms per month (including Saturday/Sunday) / 12 Hrs per day thereafter every extra Km beyond 2200 Kms or extra hour beyond 12 hrs per day Contract on rate basis.
  - (b) MUV ( 01 Tonner) 2200 Kms per month (including Tonner)Saturday/Sunday) / 12 Hrs per day thereafter every extra Km beyond 2200 Kms or extra hour beyond 12 hrs per day Contract on rate basis.

(c) Truck (03 Tonner)

- 2200 Kms per month (including Saturday/Sunday) / 12 Hrs per day thereafter every extra Km beyond 2200 Kms or extra hour beyond 12 hrs per day on Contract rate basis.
- 3. Appearance / Condition of vehicles. The contractor will 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 staff cars should have white seat covers compulsory and should be changed when found dirty. The contractor has to provide stainless steel star boxes/star plate frames and flag rods in all the hired cars. star plates will be provided by MT section ICGS Delhi. The condition of MUV and Truck should be neat and clean at all time. The decision of The Commanding Officer, ICGS Delhi, New Delhi shall be final and binding on the contractor in this regard and the contractors shall maintain the vehicle in the desired condition. In case of rejection of vehicles due to dull appearance / condition of the vehicles, action as per Para 4 below shall be initiated.
- 4. <u>Break downs.</u> In case of breakdown of the vehicle, the contractor shall provide a suitable replacement within one hour of receipt of information. In case replacement is not provided by the contractor within reasonable period of time, the MTO /user will be free to make alternate arrangement and expenditure incurred shall be borne by the contractor.
- 5. <u>Papers of the vehicle.</u> The papers of the vehicle should be complete e.g. Registration, Permit, Tax, Insurance, Pollution Check and fitness Certificate at the owners' cost. No extra charge will be permissible in such cases.
- 6. <u>Eligibility of Bidders.</u> In order to establish the eligibility, the bidders will have to furnish the following documentary evidence:-
  - (a) The bidder shall have a minimum of **08** Staff Cars (AC), **08** Staff cars Non (AC) of model EURO IV/V onwards and minimum 02 MUV (one Tonner) and 02 Trucks (03 tonner) in their own name or in the name of the firm. The bidders shall have to furnish attested or notarized legible copies of the Registration certificates with the technical bids for cars owned by the firm.
  - (b) The firm shall have a minimum annual turnover of **Rupees Fifty lakh** in the previous financial year. Copies of audited Balance Sheet for the last FY should be attached with the technical bid.
  - (c) The firm should have Minimum experience of supplying 20 cars (AC/Non AC), 02 MUV (One Tonner) and 02 Trucks (03 Tonner) per day to any Government organization/ PSU. Copy of job order along with satisfactory completion report from the concerned organization should be attached with the technical bid.
  - (d) The firm should have valid PAN Card in its name or in the name of the proprietor, in case of a proprietary firm. A copy of PAN Card along with copy of last ITR filed should be attached with the technical bid.

- (e) The firm should have valid GST / Service Tax Registration and Copies of registration certificate(s) should be attached with the technical bid.
- (f) Police verification and screening of employees of the company to be done 100% by the bidder / firm at no extra charges.
- 7. Two-Bid System. The quotation must be submitted by the bidder under two bid system i.e. Technical-Bid and Commercial Bid in separate sealed covers as per the formats at Appendix-'A' and Appendix-'B-1 & B-2' respectively. The documents mentioned in para 6 above should be enclosed with the Technical-Bid. Bidders are also required to furnish clause-by-clause compliance of eligibility criteria / tendered parameters bringing out clearly the deviations from the eligibility criteria / tendered parameters, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid —

Parameter / Eligibility Criteria of RFP /TE

- whether Yes / No.

Documents submitted by bidder in response Compliance To RFP / TE parameters/eligibility criteria

- whether Yes / No

In case of noncompliance, deviation from RFP / TE to be Specified unambiguous terms

- whether Yes / No

- 8. Scope of Contract. The proposed contract will be an agreement between the purchaser and lowest bidder(s) (supplier) to supply the hired Staff Cars (AC & Non AC) / MUV (One Tonner) /Truck (03 Tonner) included in this tender at specified prices, terms & conditions during the period of the contract. Contract will be in the nature of a standing offer and neither any quantity nor any anticipated drawls are guaranteed. As the contract is a standing offer, either party (seller / buyer) can revoke it at any time after giving a reasonable notice (at least 30 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 contract during the validity period of the contract that supply order becomes a valid and binding contract and the supplier will be bound to supply the ordered quantity.
- 9. <u>Delivery Period.</u> The successful bidder / contractor will require to sign an agreement with the Buyer within 30 days from the date of written intimation to this effect. Supply order / Job order will be issued against the contract agreement for hiring of cars 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 MTO/MT Section of ICGS Delhi. 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.
- 10. <u>Consignee details/reporting of vehicles.</u> The required vehicles will report to ICGS Delhi (Motor Transport Officer) National Stadium Complex, Purana Quila Road, New Delhi 110001 / 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.

11. Period of Contract. The period of contract is for one year from the date of signing/conclusion of the contract and may be extended if required with agreement between both buyer and contractor on the same rate, terms and conditions of the existing Contract.

## 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 (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 the bid submitted by the bidder.

- 1. <u>Law.</u> 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. <u>Effective date of the contract</u>. The contract shall come into effect on the date of signatures of both the parties on the contract (effective date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. Arbitration. All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or 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).
- Penalty for use of Undue influence. The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contracts or forbearing to do 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.

Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount 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, and 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. <u>Penalties/ Liquidate Damages.</u> Penalties that may be imposed on the contractor by the buyer on noncompliance of any of the following:-

SI.	Nature of Errors	Minimum Penalty
(a)	For not providing vehicle in time	Rs. 200/- (Two hundred only) per hour.
(b)	Faulty functioning of vehicle or fail to provide good quality of vehicle	Rs. 500/- (Five hundred only) per day.
(c) (d)	Non supply of vehicle For not providing substitute vehicle	Rs. 2000/- (Rupees Two thousand only) per vehicle / day. Rs. 2000/- (Rupees Two thousand only) per vehicle / day.

- 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 / services is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.
  - (b) The Seller is declared bankrupt or becomes insolvent.

- (c) The delivery of material / services is delayed due to causes of Force Majeure by more than (02 months) 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. <u>Amendments.</u> 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.

#### Taxes and Duties,

0 50

- (a) If Bidder desires to ask for excise duty or Sales Tax / Goods Service 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) On the Bids quoting sales tax /Goods Service tax / VAT extra, the rate and the nature of Tax applicable at the time of supply should be shown separately. Taxes 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 / services is legally liable to sales tax / service tax and the same is payable as per the terms of the contract.
- (c) 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.

- (d) 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.
- (e) 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.
- (g) 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 Selfer. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Selfer.

#### 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.

- Performance Guarantee. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank authorized to conduct government business for a sum equal to 10 % of the estimated contract value within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request).
- 2. <u>Tolerance clause.</u> 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 15% Plus / minus increase or decrease the quantity of the required goods / services upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered will be increased or decreased by the Buyer within this tolerance limit.
- 3. 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 / NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production/of the requisite documents:-

- (a) Payment will be made on post 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.
- Advance Payments. No advance payment(s) will be made of any kind.
- 5. Paying Authority. The payment of bills will be made by the The Controller of Defence Accounts (Navy/Coast Guard), West Block V, RK Puram Sector 1 New Delhi-110066. on submission of the following documents, whichever applicable, by the Seller to the Paying Authority along with the bill-:
  - (a) Ink-signed copy of contingent bill / Seller's bill.
  - (b) Ink-signed copy of Commercial invoice / Seller's bill.
  - (c) Copy of Contract with U.O. number and date of Principal, IFA's concurrence, where required under delegation of powers.
  - (d) CRVs in duplicate (to be raised by the Buyer)
  - (e) Duty Slips duly signed by the user (to be issued by the Inspection Authority).
  - (f) Performance Bank guarantee / Indemnity bond where applicable.
  - (g) 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.
  - (h) 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).
  - Any other document / certificate that may be provided for in the contract.
  - (k) User Acceptance, where applicable.
  - Photocopy of PBG.
- 6. Payment of Bills. Monthly bills for bona fide use of vehicles are to be submitted by the contractor latest by the 3rd day of the subsequent month to MT Section, along with the requisition issued. Calculation of Kilometres run will be logged by MT Section, ICGS Delhi. Kilometres logged from the contractor's premises to ICGS Delhi assigned for reporting on duty and from ICGS Delhi to the contractors premises are not payable under this hiring arrangement. However, a maximum of 5 Kms. each way will be allowed from contractor's premises/garage to ICGS Delhi/designated duty place and back.

Payment will be made through The Controller of Defence Accounts (Navy/Coast Guard), West Block — V, RK Puram Sector — 1 New Delhi-110066, subject to timely submission of bills by the contractor.

#### Fall clause,-

- (a) The price charged for the stores / services to be supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the stores / services or offer to sell stores / services of identical description to any persons / Organisation including the purchaser or any department of the Central government or any Development 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 contractor reduces the sale price, sells or offer to sell such stores / services to any person / organization including the purchaser 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 supplier 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 / services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:
  - Exports by the contractor,
  - (ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.
  - (iii) Sale of goods such as drugs which have expiry dates.
  - (iv) Sale of goods / services at lower price on or after the date of completion of sale/placement of the order of goods / services by the authority concerned under the existing or previous contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private 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 contract "We certify that there has been no reduction in sale price of the stores/ services of description identical to the stores / services supplied to the Government under the contract herein and such stores / services have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the government under the contract except for quantity of stores / services categories under sub-clauses (i), (ii), (iii) and (iv) of sub-para (b) above details of which are given below:-

- 8. Risk & Expense clause. In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, MTO/MT Section/user shall hire similar type of vehicles at his discretion from other sources at the risk and expenses of the contractor on the prevailing market rates. Such hiring from alternative sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor or such hiring. Expenses incurred on risk and expenses hiring, shall be debited from the security deposit of the contractor.
- 9. Drivers. Drivers reporting to Coast Guard Duties should be in possession of valid license 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 of the Vehicle should be well turned out in white/khaki/blue uniform and properly shaved. The driver should be of good character. The contractor shall be responsible for discipline and behaviors of drivers deployed by them. It is to be brought to the notice of all drivers that they are not authorized to make any entry or permitted to carry out any amendment on the duty work sheet. The drivers may carry their packed meals. 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 Delhi / NCR roads, localities and should be punctual on their duties. The drivers should be in possession of mobile phone while on Coast Guard Duty and in possession of latest Road Map of Delhi/New Delhi/NCR.
- 10. 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, driver, passenger or any third party, the responsibility for any legal or financial implication shall rest solely with the contractor. The Commanding Officer, ICGS Delhi or the Government of India shall have no liability, whatsoever, in this regard.
- 11. Compliance of Labour Laws. The contractor shall fulfil all obligations under various labour laws in force regarding deployment of contract workers in respect of the services provided under this contract.

#### 5afety Guidelines.

- (a) Every vehicle shall carry a current valid permit form concerned competent authority and it shall be in possession of the driver.
- (b) The vehicle used for the purpose shall not be driven by a driver who:-
  - has less than five years experience of driving cars.
  - (ii) Has been challened **more than twice in a calendar year** on account of violation of stop line, or violating the restriction in respect of overtaking, or jumping red (stop) lights or violating parking regulations or allowing unauthorized person to drive.
  - (iii) has been challaned or charged with the offence of over speeding, drunken driving or driving dangerously or for the offences under sections 279 (rash driving or riding on a public way); 337(causing hurt by act endangering life or personal safety of others); 338(causing grievous hurt by act of endangering life or personal safety of others); or 304 (culpable homicide not amounting to murder) of the Indian Penal Code 1860 (45 of 1860).

- 13. <u>Duty Slips</u>. The Contractor is to ensure that duty slips are signed by user on the same day and submitted to MTO/MT Section every week for comparison with sanction. Separate space of additional Km is to be provided and to be signed by user where applicable. A sample duty slip is placed at **Appendix-'C'** to this TE.
- 14. <u>Details of Vehicles Being Hired on Daily Basis.</u> The contractor, if awarded the contract, shall furnish the details of vehicles being provided by them under the contract on day to day basis. The details shall be furnished to MTO / MT section, ICGS Delhi on each working day latest by 1000 hrs. as per Performa given at **Appendix 'D'** to this TE.

## Part V - Evaluation Criteria & Price Bid issues

- 1. <u>Evaluation Criteria.</u> The broad guidelines for evaluation of Bids/Quotations will be as follows:-
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially,
  - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment/items and terms & conditions as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
  - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Appendix- B-1 & B-2 to this tender enquiry / RFP. The price-bids for Staff cars (AC & Non AC), MUV (01 Tonner) & Truck (03 Tonner) 2200 Kms per month (including Saturday/Sunday) / 12 Hrs per day thereafter every extra Km beyond 2200 Kms or extra hour beyond 12 hrs per day on rate basis. Staff cars (AC & Non AC), MUV (01 Tonner) & Truck (03 Tonner) shall be submitted in separate sealed envelopes clearly marked as 'Price-bid for Staff cars (AC & Non AC), MUV (01 Tonner) & Truck (03 Tonner). The price-bid shall comply with the technical-bid and terms & conditions of the contract. 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. Bidders are required to quote all inclusive rates for the items included in the proposed Rate Contract. The quoted rates, once accepted, shall remain valid till completion of Rate Contract.
  - (d) 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.

Determination of Lowest Bidder(s). A Technical Evaluation Committee (TEC) will be constituted comprising Coast Guard officers for evaluation of technical-bids received from bidders. The price-bids will be opened based on the approved report of the TEC. Also, a firm will be considered for the category of vehicles as per approved report of the TEC. Individual lowest bidder(s) will be determined for different categories of vehicles / slabs of hiring i.e. Staff cars (AC & Non AC), MUV (01 Tonner) & Truck (03 Tonner). for ranking of Commercial offers and working out of the lowest bidder, the weightage to be given for rates quoted for 2200 Kms per month / 12 Hrs per day, for extra per Kms and for extra hrs will be as under

## Weighted Rate = (A) $\times 80/100 + (B) \times 10+(C) \times 10$

- 3. The lowest acceptable bid on the basis of the above formula will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- The rate quoted in the tender shall be all inclusive of taxes / levies imposed by the Govt.
   Rates thus would be exclusively for the kilometres covered by the vehicles and nothing else.

## Instruction for filing up price-bid.

- (a) The tenderer should satisfy himself with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.
- (b) All additions and alterations made while initials of the tenderer must attest filling the tender. Overwriting of figures is not permitted. Failure to comply with either or both these conditions shall render the tender void.
- (c) The tender form must be filled in English and all entries must be made by hand & written in ink. All numerical be written in words and figures. If any of the documents is missing or unsigned, the tender will be liable to be rejected.
- (d) Each page of the tender document is required to be signed by the bidder submitting the tender.
- (e) The tender submitted on behalf of a Partnership firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected.
- (f) Indian Coast Guard / MoD does not bind himself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept or reject any, or all the tenders, either in whole or in part without assigning any reasons for doing so. Credibility, good services and vehicles in good operational conditions etc. will also be considered for award of contract.

## FORMAT FOR SUBMISSION OF TECHNICAL BID

(To be submitted in a separate sealed envelope with all supporting documents) HIRING OF STAFF CARS (AC AND NON AC), MUV (ONE TONNER) AND TRUCK (03 TONNER) FOR CGHO/ICGS DELHI

2200 Kms per month (including Saturday/Sunday) / 12 Hrs per day thereafter every extra Km beyond 2200 Kms or extra hour beyond 12 hrs per day on rate basis.

SL	T. Enquiry. NO.: CGS (D)/MT/436/1/ARC/Additional	TENDER DATE:
01.	Name & Address of the bidder	
02.	Other information	
		Phone no. (Off): Fax no.:
		Mob no:
03.	Name and designation of the person of the bidder to	e-mail;
	whom all references shall be made	
04.	EMD submitted	DD no:
		Date:
		Name of bank:
05.	Validity of off of	Place:
06.	Validity of offer for four months	Yes / No
JO.	Experience certificate attached	Yes / No
07.	Copy of certificate from customer / owner for satisfactory services attached	Yes / No
08.	Copies of audited profit	
	Copies of audited profit and loss account for last financial year ending 31 Mar 2018 attached	Yes / No
9.	Copies of income tax return for last year attached	Yes / No
0.	copy of PAIN card attached	Yes / No
1.	Copy of GST registration attached	Yes / No
.2.	The firm shall have a minimum annual turnover	Yes / No
	of Rupees 50 Lakh in the previous financial year	1 C2 / 140
3.	08 Staff Cars (AC) 08 Staff cars Non (AC) of model	Vac / No
1	EURO IV/V onwards and minimum 02 MUV (one Tonner) and 02 Trucks (03 tonner) in their own name or in the name of the firm	Yes / No

14.	Police verification and screening of employees of the company to be done 100% by the bidder / firm at no extra charges	Yes / No
15.	The bidder should have to be authorised by Delhi Tourism Department	Yes / No
NOT	E: Bidder is requested to fill in the details, tick ( ) the rele	CALLY A PERSONAL

This is to certify that i/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder) Name and Address(with seal)

Note: Wherever documentary evidences have been asked for in the tender document, bidder is required to furnish copy of the relevant document along with the Technical Bid. Owner reserves the right to verify any / all documents at any time during preaward and post-award period, which bidder will have to produce within specified time failing which or in case of providing incorrect information, the owner reserved the right to take suitable action under the provisions of the tender / contract.

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(Refers to Para 3(i) of Part-II & Para 1 (c) of Part-V of RFP/TE)

## A: PRICE BID FOR CARS

# (To be submitted in a separate sealed envelope) TENDER FOR HIRING OF STAFF CARS ON CONTRACT BASIS FOR DELHI/NEW DELHI/NCR

Note: Only single rate is to be entered in this form for all type of cars in the bid. Nothing is to be attached to this form. Commercial bid in respect of those firms qualifying in the technical bid only will be opened.

SI,	Description	Rate in Rs (including
1.	Ciaz/Honda city/Toyota Corrolla City or equivalent A/C (Diesel/ Petrol)	all applicable taxes
(a)	Monthly Package for 2200 Kms per month /12 Hrs per day- (A)	
(b)	Extra per Km beyond 2200 Kms per month – (B)	
(c)	Extra per hour beyond 12 hrs per day – (c)	
2.	Maruti Swift Dezire / Etios or equivalent Non A/C Car (Diesel/ Petrol)	
(a)	Monthly Package for 2200 Kms per month /12 Hrs per day- (A)	
(b)	Extra per Km beyond 2200 Kms per month – (B)	
(c)	Extra per hour beyond 12 hrs per day – (c)	
now	e:GST/State entry tax /MCD tax etc will be payabl mission of voucher / original receipts / bills. For rank king out of the lowest bidder, the weightage to be given to be per month / 12 Hrs per day, for extra per Kms and for	ing of Commercial offe
	Weighted Rate = (A) $\times 80/100 + (B) \times 10+(C) \times 10$	

Firm's Seal & Date

Signature of Authorised Signatory of the firm

#### Appendix B-2

(Refers to Para 3(i) of Part-II & Para 1 (c) of Part-V of RFP/TE)

## B: PRICE BID FOR MUV (01 Tonner) AND TRUCK (03 Tonner)

(To be submitted in a separate in sealed envelope for bus 52 seater and mini bus)
TENDER FOR HIRING OF BUS/ MINI BUS ON CONTRACT BASIS
FOR DELHI / NEW DELHI / NCR

<u>Note</u>: Only single rate is to be entered in this form for all type of MUV and Truck in the bid. Nothing is to be attached to this form. Commercial bid in respect of those firms qualifying in the technical bid only will be opened.

1. Name of the firm :	
2. Address of the firm:	

#### RATE / QUOTATIONS FOR MUV AND TRUCK

(Over writing not permitted. Amendments be signed by the tenderer)

SI	Description	Rate in Rs (including all applicable taxes
1.	MUV (01 TONNER) MAHINDRA BOLERO /TATA SUMO/CHEVEROLET (TAVERA) OR EQUIVALENT	
(a)	Monthly Package for 2200 Kms per month /12 Hrs per day- (A)	
(b)	Extra per Km beyond 2200 Kms per month – (B)	
(c)	Extra per hour beyond 12 hrs per day – (c)	
2.	TRUCK (03 TONNER) TATA/ SWARAJ MAZDA/ EICHER OR EQUIVALENT	
(a)	Monthly Package for 2200 Kms per month /12 Hrs per day- (A)	
(b)	Extra per Km beyond 2200 Kms per month – (B)	
(c)	Extra per hour beyond 12 hrs per day - (c)	

Note: GST/State entry tax / MCD tax etc. will be payable as per actual expense on submission of voucher / original receipts / bills. For ranking of Commercial offers and working out of the lowest bidder, the weightge to be given for rates quoted for 2200 Kms per month / 12 Hrs per day, for extra per kms and for extra hrs will be as under:

Weighted Rate = (A)  $\times 80/100 + (B) \times 10+(C) \times 10$ 

Further, we have read carefully the Tender in the Tender Enguing hearing No.	Enquiry and all the terms a	nd conditions etc. mentioned
in the Tender Enquiry bearing No the stipulation.	dated	and we accept all

Firm's Seal & Date

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Signature of Authorised Signatory of the firm

(Refer para 13 of Part-IV of RFP/TE)

#### **DUTY SLIPS**

(To be printed on Company's Letter Head)

## Billing Credit/Cash

DUTY SLIP No
Name of user :
Billing Instructions:
Vehide No AC / Non-AC Type of Vehide
Make
Type of duty Local Outstation*
Driver's Name
Customer's Name & Address
User's Reference, if any Phone No
Name of the Booking Counter /Dte
/ehicle reporting date (DD/MM/YY)Time: (HH; MM)
Meter Reading (Kilometres):
Initial/ Reporting reading Final/ Out Firm's Seal & Date

Signature of Authorised Signatory of the firm

Total Hrs / Total Kms.

Extra Hrs. / Extra Kms.

User's signature & Stamp

TOTAL

(Refers to para 15 of Part-IV of RFP/TE)

<b>DETAILS OF</b>	CARS BEING	HIRED ON DAT	
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(This information is not required to be enclosed with the TE. This will require to be furnished only by the successful bidder after award of contract on daily basis)

SL NO.	CAR NO.	DRIVER'S NAME	PASS NO. /VALIDITY DATE	REMARKS

(Signature of Proprietor)