

REQUEST FOR PROPOSAL

Tele: 0891- 2547263

Headquarters  
Coast Guard District No. 6(AP)  
Post Box No 1128  
Malkapuram (PO)  
Visakhapatnam-530 011

DHQ-6/RFP/028/MT/18-19

30 Oct 18

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBJECT- INVITATION OF BIDS FOR RATE CONTRACT FOR HIRING OF (CAT-II) CIVIL TRANSPORT FOR HQ, CGC (ES), CGWO & CE(CG) AT VISAKHAPATNAM UNDER CGDHQ-6 BUDGET ALLOCATION FOR A PERIOD OF NINE MONTHS**

**PART –I**

1. Sealed tenders are invited on **Two bid system** for undertaking above mentioned contract for a period of Nine months. Bid for Annual Rate Contract for Hiring of Civil Transport **FOR HQ, CGC (ES), CGWO & CE(CG) AT VISAKHAPATNAM** is to be clearly written on top of both the bids respectively and are to be put in separate sealed cover. Quotation to be addressed to the Commander, Coast Guard District Headquarters-6, Vizag. Bids are to be kept in an outer sealed cover with "QUOTATION FOR RATE CONTRACT FOR HIRING OF (CAT-II) CAR CIVIL TRANSPORT FOR HQ, CGC (ES), CGWO & CE(CG) AT VISAKHAPATNAM" written on cover.

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

- (a) Bids/queries to be addressed to: **The Commander, Coast Guard District Headquarter No.6.**
- (b) Postal address for sending the Bids : The Commander, CGDHQ-6, Post Box No. 1128, Port Quarter, Malkapuram (PO), Vizag-11
- (c) Named/designation of the contact personnel: DLOGO, CGDHQ-6
- (d) Telephone number of the contact personnel: 0891-2547263
- (e) E-Mail ids of contact personnel : dhq6@indiancoastguard.nic.in
- (f) Fax Number:0891-2741130

3. You are to sign and date both the tender and terms and conditions and duly stamp them along with signature, name and address on all pages of the bid documents. Non receipt of the same will be considered as non acceptance of all the terms and conditions by the firm and the bid is liable to be rejected. The name, address and signature of the witness are also to be completed in the commercial bid. You are not to make any alteration of addition to any of the documents connected with the tenders. To take care of any change in the requirement during the contract period, the contract concluding authority reserves the right to 25% plus/minus increase of decrease in the requirement without any change in the terms & conditions and prices quoted by the firm.

4. Your offer is to remain valid for a minimum period of **120** Days from the date of Hiring of transport bid opening. Earnest money deposit **1,00,000 (One lakh only)** shall be paid in favour of Area Account Officer (Navy) Vizag in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque of Bank Guarantee from any of the public sector banks of a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MOD website and can be provided on request) which should be valid for 45 days beyond the final bid.

5. This RFP is divided into five parts as follows:

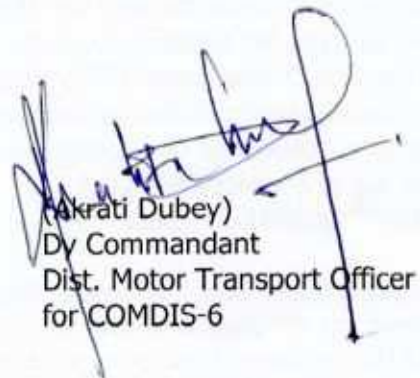
- (a) Part I- General Information and Instructions of RFP
- (b) Part II- Essential details of the services
- (c) Part III- Standard conditions of RFP
- (d) Part IV- Special condition applicable to this RFP
- (e) Part V- Evaluation criteria and Format for Price Bids

6. This is being issued with no financial commitment and the First party reserves the right to change of very any part thereof at any stage. First party also reserves the right to withdraw the RFP, should it become necessary at any stage.

7. The approval or rejection of tenders rests with the CO/OiC/CFA of concerned unit, who reserves the right of rejecting any tender in whole or in part without cause assigned. The lowest tender will not necessarily at any stage.

8. Please return this letter duly signed along with the complete Tender documents.

Your faithfully,

  
(Akshati Dubey)  
Dy Commandant  
Dist. Motor Transport Officer  
for COMDIS-6

**Encl:** As above.

**PART-II**

I/We/am/are in possession of complete set of tender documents / forms issued by you and have understood and agree to abide by the above terms and condition as well as those contained in the contract forms. The attached tender form duly completed and signed is submitted here with.

Station : \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Tenders (s) \_\_\_\_\_  
(Name & Address in full and Capacity)  
(i.e., Proprietor/ Partner/ Authorised Attorney etc.)  
Telephone No.

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On and on behalf of the president

Signature of Tenderer (S)





## **PART I – GENERAL INFORMATION**

Sealed tenders are invited for **RATE CONTRACT FOR HIRING OF CAT-II CAR CIVIL TRANSPORT FOR HQ, CGC (ES), CGWO & CE(CG) AT VISAKHAPATNAM** Firms fulfilling the conditions and capable to undertake above services may submit bid form with the requisite documents such as Earnest Money Deposit, Service Tax Registration Certificate etc. In two bid system. Tender is to be kept in sealed cover superscribing "**QUOTATION FOR ANNUAL RATE CONTRACT FOR HIRING OF CAT-II CAR CIVIL TRANSPORT FOR HQ, CGC (ES), CGWO & CE(CG) AT VISAKHAPATNAM** (as per heading of services required)".

- 1. Last date and time for depositing the Tenders:** The last date of depositing of tender will be on **19 Nov 18 at 1500 hrs**. The sealed Tenders should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as **RATE CONTRACT FOR HIRING OF CAT-II CAR CIVIL TRANSPORT FOR HQ, CGC (ES), CGWO & CE(CG) AT VISAKHAPATNAM** or sent by registered post at the address given above so as to reach by the due date and time. When a tender is sent by post, this cover will be enclosed in a second strong cover. The outer cover will not bear any indication of the contents. It may be noted that quotation submitted without sealed cover may be summarily rejected. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
- 3. Time and date for opening of Bids:** Bids will be opened on **20 Nov 18 at 1500 Hrs** and analyzed by a board of officers suitably nominated. Date of opening of price bids will be intimated subsequently by fax. (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:** The tender box is located at Ground Floor CGD HQ-6. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- 5. Place of opening of the Tenders:** Tenders will be opened in the office of the **Conference Hall at CGD HQ-6**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
- 6. Two-Bid system:** Being Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the **Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.**
- 7. Forwarding of Bids** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- 8. Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 5 (five) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.



- 9. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 10. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 11. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 12. Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- 13. Validity of Bids:** The Bids should remain valid till 120 Days from the last date of submission of the Bids.
- 14. Earnest Money Deposit:** Firms are required to submit Earnest Money Deposit (EMD) for amount of Rs. **1,00,000.00 (Rupees One Lakh only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). **EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.** EMD is not required to be submitted by those Bidders who are registered 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.
- 15. Standard Conditions of Contract (SCOC):** The bidder is required to accept our standard conditions of contract. In addition, standard clauses regarding agents/ agency commission, Penalty for use of undue influence, access to books of account, non- disclosure of contract documents, arbitration and laws would be incorporated in the contract. Failure to do so may result in rejection of the Bid submitted by the bidder. The same can be obtained from MOD Web site [www.mod.nic.in/DPM](http://www.mod.nic.in/DPM)
- 16. Submission of Quotes.** Firms are requested to submit quotes on comprehensive basis with requisite technical, specified and statutory specification on scope of works during the contract whilst meeting specified parameters on original letter pad with TIN/PAN/VAT/Registration number of firm.



- 17. Past Experience.** Past experience if any, in providing contract to major organization including Navy is to be substantiated with a certificate issued by the organization
- 18. Contact Person.** Telephone/Cell/FAX numbers are to be clearly endorsed in the application along with the particulars of the Proprietor and Authorised Person to be contacted for official correspondence.
- 19. Commercial Bid** Commercial Bid will be considered for opening and making comparative statement in respect of only those firms technically recommended for qualification by the board of officers and approved by CFA.
- 20. Parallel Contract.** The contract concluding authority reserves the right to distribute/apportionment of total requirement between the firms in case it is considered that L1 is not able to meet requirement in full with the same terms and conditions and at L1 rate
- 21. Scope of work** In exceptional cases and exigencies of Service the CFA has right to amend the scope of work e.g. increase / decrease in number of vehicle requirement and any other related work involved.
- 22.** The commanding Officer / Officer-in-charge of the unit shall have the right to accept or reject tender bids without assigning any reason.
- 23.** A Pre-Bid meeting (non-mandatory) will be held on the fourteenth day from the date of publication of Tender enquiry to discuss the scope of the requirements.

**Station** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Signature of Tenderer(s)** \_\_\_\_\_  
(Name & Address in full and Capacity)  
(i.e., Proprietor/ partner/Authorised Attorney etc.)  
Telephone No.

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**PART II – ESSENTIAL DETAILS OF VEHICLES/SERVICES REQUIRED**

The following details are to be submitted along with application for participation for the tenders:

**1. Details of Firm:**

- (i) Name and complete Postal Address (along with local office at Visakhapatnam, in case participating from outside Visakhapatnam limit)
- (ii) Name of Contact Person
- (iii) E- Mail ID
- (iv) Fax No.
- (v) Telephone / Mobile No.

**2. Schedule of Requirements – List of Vehicle /services required is as follows:**

**Name/Type of vehicle/services/Qty required for Rate Contract for Hiring of Cat-II car Civil Transport for HQ, CGC (ES), CGWO and CE(CG) at Visakhapatnam for a period of Nine months:-**

(a) Vehicle hiring scheduled shall be as indicated below. Rates are to be indicated for each kind of vehicle in tabular form.

SI	CGDHQ-6 & Estb at Vizag	Hiring Category	No of vehicle	Freq in days
(i)	<b>Headquarters, CGC (ES)</b>			
	Etios/Swift D'Zire/Indigo (CAT- II)	Monthly	06	22 days / 2200 Kms per month per vehicle
(ii)	<b>Chief Engineer (Coast Guard)</b>			
	Etios/Swift D'Zire/Indigo (CAT- II)	Monthly	04	22 days / 2200 Kms per month per vehicle
(iii)	<b>CGWO (VZG)</b>			
	Etios/Swift D'Zire/Indigo (Cat II)	Monthly	01	22 days / 2200 kms per month per vehicle



- (b) All cars reported on duty are to be provided with clean white fabric seat covers. If the same is not provided, a sum of Rs. 50/- on each occasion would be deducted from the bills preferred by the contractor. On requirement, the cars are to be provided with Flag post and securing bracket for star plate/ star box with provision of lighting in it. Non- provision of the above, when demanded, shall result in non- admitting of the hiring bill for that vehicle.
- (c) The drivers reporting for duty are to be properly dressed in Khaki/ White uniform. The vehicles (s) should be cleaned & polished to have neat look. Vehicle in bad condition / dirty body and having defects will not be accepted for hiring. The driver should have valid driving licenses, Insurance paper, pollution under control certificate and mobile phone also.
- (d) The vehicle(s) and drivers are liable to be checked in Defense area and they shall co-operate during such checks.
- (e) Vehicle(s) should report to hiring units / establishments with fuel topped up condition to meet additional requirement. In case fuel shortage is experienced, immediately another vehicle must be arranged to meet operational requirement.
- (f) Kilometer reading and time would be calculated from place of reporting / release. Work sheets should clearly indicate total kilometers/ hours consumed and duly completed and signed by the user with name and rank prior to submission to the MT section, CGDHQ-6, Visakhapatnam or respective hiring unit by the contractor on the following day by 1200 hrs.
- (g) **All vehicles hired by CGDHQ-6 for its usage, ships requirements, VIP movements etc has to go to CG Jetty. The approach road to CG jetty for about 02 kms, is full of coal, sculpture and sea water sludge. The same has to be considered by the bidding firms, whilst submitting their quotes. Request from the vehicle provided at later stage for above problem will not be entertained post award of work order.**
- (h) The Contractor shall be required to submit bills for hiring of vehicles within 07 days for scrutiny and submission to DCDA(N) Visakhapatnam for payment.
- (j) New drivers are to be thoroughly explained about trip sheet filling up procedure/ reporting to office/ office timings / office approach way or parking for acquaintance. Frequent changes of drivers are to be restricted to avoid confusion / communication gap.
- (k) Vehicles (cars) hired should be white/Silver in colour and not before the registration of 2015 with good condition alongwith (Pollution under Control) certificate.



3. Your offer would be valid for minimum period of 120 days from the date of opening of tender.

4. **Eligibility Criteria.** The firm should have following certificate / documents valid as on date of issue of this tender enquiry:-

(a) **Technical Parameter**

(i) **Past Experience** The firm should have executed a contract of similar nature for an amount of Rs. **25,00,000.00/-(Twenty Five Lakhs)** or more in providing vehicles to reputed civil/ Government organization and has not been black listed any time.

(ii) **Income Tax Details.** The firms are required to submit last three years Income Tax details.

(iii) **Blacklisted Firm:-** The firm who have already been issued termination from any office of ICG / other Govt.organization or blacklisted by local authorities are not qualified for bidding.

(b) **Financial Parameters**

(i) **EMD Contract:** EMD as mentioned in RFP is to be deposited alongwith the bid.

(ii) **PBG/ Security Deposit Amount:** The firms are required to submit minimum 10% amount of the total contract value as PBG within 30 days from the date of contract agreement.

(iii) **Balance Sheet and Profit and Loss Statement:** The balance sheet of last two financial years duly certified by auditors /CA to be attached.

**TECHNICAL EVALUTION CRITERIA (To be filled Mandatorily)**

Sl No.	Para of RFP specifications	Specification of items offered	Compliance of RFP specification – whether Yes/No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms
(a)	(b)	(c)	(d)	(e)
1.	Provision of 11 cars on monthly basis with 25 % variation.			
2.	EMD of Rs 1,00,000.00 (Rupees One lakh only) valid till 45 days from date of submitting bid.			
3.	PBG 10 % value of contract valid up for 120 days beyond date of completion of contract.			
4.	Turnover of firm per year (minimum Rs. Twenty five lakhs).			

5.	Balance sheet and profit /loss statement of last three financial year.	Copy to be enclosed		
6.	Bidder to have local office in Visakhapatnam with in GVMC limits and should have telephone and Fax facility.	Details to be provided		
7.	TIN/TAN number, GST number, PAN number and copy of service tax certificate /GST certificate.	Copy to be enclosed		
8.	Police verification of all drivers employed for duty to be undertaken prior award of contract.			
9.	Medical fit driver of Indian national below age of 45 years preferably converse with Hindi / English and knowledge of local language are to be employed.			
10.	Personnel in defence area will be liable for security checks.			
11.	No mileage will be allowed for any lunch and tea break or any other requirement of driver			
12.	Mileage will be calculated from and terminated at place of reporting and place of release.			
13.	Drivers are to bring their own packed lunch			
14.	Payment on monthly basis on scrutiny and submission of bills to area account office(N) of Vizag			
15.	Prior commencement of contract firm to submit copy of valid RC books with tax token. Vehicle insurance certificate, PUC & fitness certificate.			



16.	Documents pertaining to the vehicle like RC book, Road tax, life insurance paid vouchers, valid PUC and driverlicense etc.			
17.	All disputes arising out of the contact with regard to hiring of transport will be settled in Vizag jurisdiction only. The court fees and stamp duty for concluding the contract will be borne by the bidder.			
18.	The contract would be apportioned in the ratio 70 % to L1 firm and 30 % to L2 or L3 and so on/ subject to them agreeing to meet the requirement the same term and conditions and rate agreed with the L1 firm.			
19.	The vehicle provided should be white in colour and of 2015 and above model only with the white seat covers , flag post and star plates brackets where necessary.			

Station \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Tender(s)**

(Name & address in full and capacity)

(i.e., Proprietor/Partner/Authorised Attorney etc.)

Telephone No.

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### **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.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MOD website and can be provided on request).
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the 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 dis-favour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller 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, 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 LABOUR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.



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

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

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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 services is delayed for causes not attributable to Force Majeure for more than (02 days) after the scheduled date of delivery.

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

(c) The delivery of services is delayed due to causes of Force Majeure by more than (03 days) 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) **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.

### 13. **Taxes and Duties**

a) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

b) **In respect of Indigenous bidders**

#### **(i) General**

(aa) If any concession is available in regard to rate/quantum of any Duty/tax, as mentioned by the Seller in their bids, relevant certificate will be issued by the Buyer to enable the Seller to obtain exemptions from taxation authorities.



(ab) Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed re-imburement by the Buyer to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

(ac) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, ect on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of the their product.

**(ii) GST as applicable for the items mentioned in Part-II of the RFP.**

**(iii) Goods and Service tax (GST):**

1. GST will be paid to the seller at the rate applicable based on description, HSN/SAC code and the relevant schedule of CGST act.
2. In pursuance with section 171 (1) of CGST Act, an undertaking is to be effected by the seller declaring that 'Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit (ITC) shall be passed on to recipient by the way od commensurate reduction in prices". Further, in case it is detected by the government that any ITC has accrued to the seller as a result of migrating to GST, after receiving the consideration/reimbursement for his supplies, the seller is mandated to refund the same accordingly to the paying authority, giving details and particulars of the transactions.
3. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

**Station** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Signature of Tenderer(s)** \_\_\_\_\_  
(Name & Address in full and capacity)  
(i.e., Proprietor/ partner/Authorised Attorney etc.)

**(RUBBER STAMP)**



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

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

1. **Performance Guarantee**: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 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 **Tenure of Contract**. The specimen of PBG is given in Form DPM-15 (Available in MoD website).

2. **Payment Terms for Indigenous Bidder**: It will be mandatory for the Bidder 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. No advance payments will be made. The monthly payment will be made on the basis of satisfactory certificate by the User.

#### **Paying Authority**

(a) **Indigenous Bidder**(Name and address, contract details). The payment of bills will be made on submission of the following documents by the Bidder/**Contractor** to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill/Bidder's bill
- (ii) Ink-signed copy of Commercial invoice / Bidder bill. **NA**
- (iii) Copy of Contract/Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
- (iv) **CRVs in duplicate NA**
- (v) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc as applicable. **NA**
- (vi) Exemption certificate for Excise duty/ customs duty. **NA**
- (vi) Guarantee / Warranty certificate. **NA**
- (vii) **Performance Bank Guarantee / Indemnity bond** where applicable.
- (viii) DP extension letter with CFA's sanction, U>O number and date of IFAs concurrence where required under delegation of powers, indicating whether extension is with or without LD.
- (ix) Details of electronic payment viz account holders name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract / contract)
- (x) Any other document / certificate that may be provided for in the work order/ contract
- (xi) **Satisfactory certificate**
- (xii) **Xerox copy of PBG**

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

**3. Risk & Expense clause: –**

(i) Should the Services or any installment thereof not be delivered within the time or times specified in the contract documents, or if the services are not provided as per contract, the Buyer shall after granting the contractor 07 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(ii) In case of non-provisioning of services, the customer will have the right to make good any short fall in the services of the contractor at his risk and cost by hiring vehicles from outside agencies.

(iii) Any excess of the purchase price, cost of manufacturer, or value of any services procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the contractor SELLER. Such recoveries shall not exceed 10 % of the value of the contract".

Station : \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Tenders (s) \_\_\_\_\_  
(Name & Address in full and Capacity)  
(i.e., Proprietor/ Partner/ Authorised Attorney etc.)  
Telephone No.

**(RUBBER STAMP)**

**Part-V**

**Evaluation Criteria & Price Bid issues**

1. **Evaluation Criteria:** - The board 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 quantifying requirements of the RFP.
  - b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The **L-1 bidder will be determined by excluding levies, taxes and duties** levied by Central/State/Local Governments such as such excise duty, VAT Service Tax, Octroi /entry tax, etc. on final product, as quoted by bidders.
  - c) The taxes applicable are to be indicated separately. **Bids submitted without mentioned taxes separately would be summarily rejected.** If NIL taxes are mentioned the relevant notification/Exemption certificate should be indicated.
  - 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 prices.



e) Levies, taxes and duties levied by Central/ State/Local Governments such as excise duty, VAT, Service tax, Octroi /entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their products.

f) The lowest acceptable bid will be considered further for placement of contract/ supply order after complete clarification and price negotiation as decided by the buyer. The buyer will have the right to award contract to different bidders for being lowest in particular items. The buyer also reserves the right to do Apportionment of quantity, if it is convened the lowest bidder is not in a position to supply full quantity in stipulated time.

2. The rates agreed by the contractor for running the vehicle shall be firm throughout the period of contract except in case of revision of prices i.e up-wards/down ward of HSO oil by the Government of India .in such case the prices will be revised as per the formula indicated below:-

- (a) Increase/Decrease of Rs. 2.00 per litre - No change
- (b)  $(R1-R2) \times \text{No. of Kms}$  (Actual number of Kms run/utilised)
- 14 KM applicable
- (i) R1- New Rate
- (ii) R2- Old Rate

14 = 14 kms is the consumption of Diesel/Petrol per litre in respect of Tata indigo/ Tata Indica, Vista, Bolt, Maruti Swift, Swift Dzire, Wagon R, Ritz, Hyundai Santro,

3. Apportionment of Contract. The contract would be apportioned in the ratio 70 % to L1 firm and 30 % to L2 or L3 and so on/ subject to them agreeing to meet the requirement the same term and conditions and rate agreed with the L1 firm.

4. Price Bid format (to be used for L-1 determination): The Price bid format in general is given below and bidder are required to fill this up correctly with full details, as required under part-II of RFP (the format indicated below is only as an illustration)

(I) **Monthly Hiring:-**

S.NO.	Description of item (s) <b>(Cat-II) Car</b>	HSN/SAC code	Unit price			GST%	GST (Amount)	Total
			22 days/2200 kms per vehicle per month/12 hrs per day	Extra km	Extra Hrs			
(i)	Indigo/Etios/Swift D'zire							

(II) **Fixed Hiring at CG Coal Jetty:-**

S.NO.	Description of item (s) <b>(Cat-II) Car</b>	HSN/SAC Code	Unit price			GST %	GST (Amount)	Total
			22 days/2200 kms per vehicle per month/12 hrs per day	Extra km	Extra Hrs			
(i)	Indigo/Etios/Swift D'zire							