

Tele: 044-23460453

MUKHYALAYA
TATRAKSHAK ZILA No.5 (TN)
Headquarters
Coast Guard Dist No.5 (TN)
Users Officer Complex, Clive Battery,
Rajaji Salai, Chennai – 600 001

MT/436/HMV/18-19

08 Nov 18

M/s _____

INVITATION OF QUOTATIONS FOR ANNUAL RATE CONTRACT (ARC)
FOR HIRING OF HEAVY MOTOR VEHICLES (HMVs) FOR INDIAN COAST GUARD
DISTRICT HEADQUARTERS NO.5 (TN)

RFP REFERENCE NO: CGS (CHN) /MT/436/HMV /ARC/2018-19

1. Bids under **two Bids** system (Technical-Bid and Commercial-Bid) in separate sealed covers are invited for concluding Annual Rate Contract for Hiring of Heavy Motor Vehicles (HMV) for the Offices of Indian Coast Guard in and around Chennai on regular/ as and when required basis, **for a period of one year**. Details/types of Heavy Motor vehicles services are **listed in Part II of this RFP**. The 'Technical-Bid' and 'Commercial-Bid' are to be submitted in **separate sealed envelopes** super-scribed **Technical bid/Commercial bid** on respective envelopes with **reference of RFP** number and date. Both envelopes to be put in a bigger size envelope and sealed. The quotes are to be super-scribed with your firm's name, address, and official seal and ink signed by an authorized representative of the firm/bidder.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

Bids/queries to be addressed to :

The Commander
(for DMTO)
Headquarters
Coast Guard Dist No.5 (TN)
Users Officer Complex,
Clive Battery, Rajaji Salai
Chennai – 600 001

Postal address for sending the Bids :

The Commander
Headquarters
Coast Guard Dist No.5 (TN)
Users Officer Complex,
Clive Battery, Rajaji Salai
Chennai – 600 001

Name/designation of the contract person:

M Venkaiah
Deputy Commandant
Dist Motor Transport Officer

M Venkaiah

Telephone no. of the contract person: 044-25672425
E-mail Ids of contract person: dhq5@indiancoastguard.nic.in
Fax Number: 044 – 23460456/23460424

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

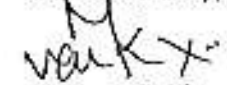
- (a) **Part I** - General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
- (b) **Part II** - Details of Heavy Motor vehicle services required during period of rate contract.
- (c) **Part III**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

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

5. **Acceptance of Terms & Conditions.** The tender shall clearly mention following in their offer letter:-

'WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO. CGS (CHN)/MT/436/HMV/ARC/2018-19 DATED 08 Nov 18

Yours faithfully,



(M Venkaiah)
Deputy Commandant
Dist Motor Transport Officer
for Commander
Coast Guard Dist No. 5 (TN)

Encl: RFP No. CGS (CHN) /MT/436/HMV /ARC/2018-19 dated 08 Nov 18

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids:** 27 Nov 18 by 1230 Hrs. The sealed quotations under two-bid system i.e. **Technical-Bid** and **Commercial-Bid** in sealed covers should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids.** Sealed separate quotations (Technical bid and Commercial bid) **super-scribed Technical/Commercial bid on respective bid** envelope marked as "THE COMMANDER, INDIAN COAST GUARD DISTRICT HEADQUARTER NO. 5 (TN) CHENNAI" QUOTES FOR HEAVY MOTOR VEHICLES (in Capital letter) should be **dropped in the Technical Tender Box** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bids. Bids sent by fax or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids:** The Technical Bids will be opened on **27 Nov 18 at 1430 hrs.** (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it 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.** At Security Guard Office, Indian Coast Guard District Headquarter No. 5 (TN) Users Officer Complex, Clive Battery, Rajaji Salai, Chennai – 600 001. Only those quotations that are found in the Technical tender box will be opened. Quotation dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** The Bids will be opened in the Conference room of Indian Coast Guard District Headquarter-5 (TN), Chennai. The Bidders may depute their representatives, **duly authorized in writing**, to attend the opening of Quotation on the due date and time. Reps without authorisation letter will not be allowed to participate in bidding. Rates and important commercial /technical clauses quoted by all Bidders will be read out in the presence of your representative.

6. **Two-bid system:**

(a) 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. Vendor to submit Technical and Commercial bids in separate covers as per **Appendix-B** and **Appendix-C** respectively. Instructions for submission of Technical bid issued at **Appendix-A**.

Contd2/-

M
Kx

- (b) Please write the title on the sealed technical bid cover as **"Technical Bid for Annual Rate Contract (ARC) for Hiring of Heavy Motor Vehicles (HMV) for Indian Coast Guard Dist Headquarters No.5 (TN) RFP number and date, Bid opening date and name & address of the firm** to avoid the bid being declared invalid. **The EMD is to be deposited alongwith the Technical Bid.**
- (c) Please write the title on the sealed commercial bid cover as **"Commercial Bid for Hiring of Heavy Motor Vehicles (HMV) for Indian Coast Guard Dist Headquarters No.5 (TN) RFP number and date, Bid opening date and name & address of the firm** to avoid the bid being declared invalid
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT account if applicable, etc and complete postal and e-mail address of their office. Copy of PAN Card and Registration no. of vender also may be enclosed with bid.
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 07 **(Seven)** 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 bids 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 EMD/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 tender will be rejected.**
12. **Validity of Bids.** The bids should remain valid till 120 days from the last date of Submission of the Bids.

Contd3/-

Handwritten signature:
M
Venu K. x.

13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) submitted in the form of an **Account Payee Demand Draft** in favour of **Public Fund Account, ICGS Chennai, Account No. 60251010001252** from any of the **Nationalized Bank** for an amount of **Rs. 3,93,000.00** (Rupees **Three Lakhs Ninety Three Thousand** only). The 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 30th days 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 Central Purchase Organization (e.g. DGS & D), National Small Industries Corporation (NSIC) and Micro, Small & Medium Enterprises (MSME) 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.**

14. **Pre Bid Conference:** A Pre Bid conference will be held at CGDHQ-5 on 22 Nov 18 at 1100 hrs.

Part II – Essential Details of Items / Services required

15. **Schedule of Requirements:** Details / types of Heavy Motor Vehicle (HMs) and services required for operating in and around Chennai city by various offices of Indian Coast Guard against this rate Contract are given in succeeding paragraphs. However, **these quantities are only indicative and actual number of hiring may vary on the basis of actual requirement.**

(a) **Type and Quantity of vehicles:**

(i) **Regular/ Monthly**

Sl	Type of vehicles	No. of days in a month	Qty in Nos.	Remarks
(aa)	03 Tonner	22	01	12 hours/ 100 kms per day
(ab)	22 Seater Bus	26	04	12 hours/ 100 kms per day
(ac)	22 Seater Bus	22	02	12 hours/ 100 kms per day
(ad)	Tempo Traveller	26	02	12 hours/ 100 kms per day
(ae)	Tempo Traveller	22	03	12 hours/ 100 kms per day
(af)	32 Seater Bus	26	02	12 hours/ 100 kms per day
(ag)	52 Seater Bus	26	01	12 hours/ 100 kms per day
(ah)	32 Seater Bus	22	01	12 hours/ 100 kms per day

Contd4/-

M. K. x.

(ii) As and when required

Sl	Category of vehicles	Total days	Remarks
(aa)	03 Tonner	250 days	12 hours/ 100 kms per day
(ab)	06 Tonner	40 days	12 hours/ 100 kms per day
(ac)	40 Feet Trailer	18 days	12 hours/ 100 kms per day
(ad)	Tempo Traveller	125 days	12 hours/ 100 kms per day
(ae)	22 Seater Bus	160 days	12 hours/ 100 kms per day
(af)	32 Seater Bus	75 days	12 hours/ 100 kms per day
(ag)	52 Seater Bus	190 days	12 hours/ 100 kms per day
(ah)	MUV (Tata Xenon, Mahindra Scorpio gateway or equivalent)	115 days	12 hours/ 100 kms per day
(aj)	24 Seater AC Bus	20 days	12 hours/ 100 kms per day

Note: 1. Vehicle days= 'Vehicle days' means number of vehicle hired multiplied by number of days of hiring.

2. Rates are to be quoted on per unit/per day basis. In addition per kms and per hrs rate are to be quoted as per format given in **Appendix - C**. The Vehicle will be hired on regular basis (fixing hiring) and on requirement basis as per details at Para 1 above. **The bidders are required to take in to account all charges and duties such as toll, parking, entry, gate pass for entry inside Chennai Port Trust/ any other Govt. Agencies, while their quoting their prices commercial bids.**

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

- (a) Copy of the RC/TC book of the vehicles is to be submitted as a proof along with proof of permit for commercial use.
- (b) The contractor should indicate acceptance and responsibility to provide qualified drivers with license few duly heavy motor vehicle transports.
- (c) The firm should have experience of supplying heavy motor vehicles on daily basis to any Government organisation / PSU/Pvt. Organisation at least once in last Five years as on 01 Sep 2018 (supporting documents should be attached with technical bids).
- (d) Bidders shall produce along with technical, partnership deal, if any.
- (e) Following details about the transport company/firm are to be furnished:
 - (i) Company name and Owners name
 - (ii) Pan no.
 - (iii) Service tax code no.
 - (iv) Financial audit report last financial year
 - (v) Copy of latest income tax return to be enclosed.
 - (vi) Address of registered office and telephone no
 - (vii) Firm registration no. alongwith details of valid permit for operating of vehicles on commercial basis. (Copy of certificate to be enclosed).

Contd5/-

*M
ven k x.*

- (viii) Details of vehicles holding ownership
- (ix) GST No.
- (x) Any other details

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

17. The contractor will provide required number of vehicles which have current valid permit from concerned competent authority, on as required basis. Intimation regarding the daily requirement of vehicles shall be conveyed telephonically/ e-mail/ fax at or before 8 pm on the previous day by Motor Transport Office, CGDHQ No.5, Chennai or the representative of user office. **It will be the responsibility of contractor to arrange, supply the vehicles, on as required basis, on demand, on a particular day to CGDHQ No. 5.** Vehicles with relevant emission norms only will be accepted. Vehicles should be not older than 05 years.

18. **Appearance / Condition of vehicles:** The contractor will provide all the vehicles in perfect running condition. Upholstery, decor, matting, paint, lights and all other accessories of the vehicles are to be provided in excellent condition at all times. The decision of The Commander, Indian Coast Guard Dist Headquarters No.5 (TN), Chennai shall be final and binding on the contractor in this regard and contractor shall maintain the vehicle in the desired condition. Following specific requirement is to be complied in totality.

- (a) Vehicles should not be older than 05 years from the date of initial registration.
- (b) The documents of the vehicles should be complete in all respect and kept in the vehicle at all times during duty with the Indian Coast Guard. e.g. Registration Certificate, Tax, Insurance, Pollution Check and fitness Certificate at the owners' cost.
- (c) All vehicles should have First Aid Box and fire extinguisher.
- (d) All Vehicles must be meeting relevant emission norms.

19. **Conditions for Drivers:** 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 proper clothes and properly shaved. 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 bonafide user. No mileage will be allowed for any lunch/tea break. Following are mandatory conditions for drivers employed in vehicles and are to be ensured by the contractor:

- (a) All drivers should have commercial/heavy vehicle driving license.
- (b) Drivers are required to be disciplined and behave properly. The contractor shall withdraw such driver who does not behave in proper disciplined manner or who reports for duty under influence of liquor. The driver should not consume alcohol or chew pan or smoke while on duty.

Contd6/-

*M
ven xx*

- (c) It is essential that the drivers have knowledge of Hindi/English.
- (d) The driver is required to be well versed with routes in and around Chennai.
- (e) General terms and condition regarding timing, appearance of vehicles/ condition, place of duty, driver uniform/ disciplines etc. and other general terms and information are mentioned/ given at **Appendix- E**.

20. **Break downs:** In cases 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 (actual or contract amount whichever is higher).

21. **The firm has to bear the charges for making of Port entry passes/ parking and toll wherever applicable and same should be taken into consideration for quotation/bid.**

22. **Two-Bid System:** The quotation must be submitted by the bidder under two bid system i.e. Technical Bid and Commercial Bid. These bids are to be submitted in **separate sealed covers** as per the formats at **Appendix-'B'** and **Appendix-'C'** respectively. **Submission of Technical and Commercial Bids together in a single Envelope will entail rejection forthwith.** All the documents mentioned in the RFP should be enclosed with the Technical-Bid. Bidders are also required to furnish clause by clause compliance of RFP conditions/ parameters bringing out clearly the deviations if any from RFP. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:

RFP Condition /Parameter	Remarks
As per Appendix- 'B'	Complied/not complied. (Give details of compliance/non-compliance)

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

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

- (a) The successful bidder/contractor will require signing an agreement with the Buyer **within 30 days** from the date of written intimation to this effect. Supply order/Job order will be issued against the contract agreement for hiring of vehicles on regular basis/ as and when required basis. Intimation regarding the daily requirement of vehicles shall be conveyed telephonically on the previous day by MTO/MT Section of DHQ-5 Chennai. **A minimum of four hour notice shall be served by the buyer for casual hiring of vehicles.**

Contd7/-

M
veer x x

(b) 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.**

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

SI No	TERMS OF DELIVERY	DATE OF DELIVERY
(a)	Local Delivery at Site	The date on which the delivery is made at the consignee's site mentioned in the contract.
(b)	Ex-works	The date the Seller delivers the goods to the Buyer at Seller's factory/ premises.
(c)	F.O.R station of Dispatch	The date on which the goods are placed by the Seller on rail with clear Rail Receipt.
(d)	By Post Parcel	The date of postal receipt.
(e)	Dispatch by Air	The date of Air-way Bill.
(f)	F.O.R. Destination	The date on which the goods reach the destination railway station specified in the contract, unless otherwise stated.
(g)	C.I.P Destination	The date on while the delivery is effected at the destination mentioned in the contract.
(h)	F.A.S Port of Shipment	The date on while the seller deliver the goods alongside the vessel at the specified port of shipment. This date reflected in Bill of Lading.
(j)	F.O.B. Port of Shipment	The date on while the Seller delivers the goods on vessel's board at the specified port of shipment. This date reflected in Bill of Lading.
(k)	C.I.F Port of Destination	The date on while the goods actually arrived at the Destination Port.

Note: The FAS, FOB & CIF terms of delivery are application for goods which are directly imported from foreign countries against the subject contract and not imported already by the Seller under its own arrangement. The CIP terms of delivery may be applied both for domestic as well as imported supplies.

26. **Consignee details/ Reporting of vehicles:** The required vehicles will report to Chennai (Motor Transport Officer) Indian Coast Guard District Headquarter No. 5 (TN) Chennai or designated place as directed on date / time notified to the contractor by MTO/MT Section. **The Kilometer reading for the respective day will commence from place of duty and not the Contractor Garage. All vehicles must have sufficient fuel while reporting on duty for full day.**

Contd8/-

M
Wu X

27. **Period of Contract:** The period of contract is one year (12 months) from the date of signing the contract. The said Rate Contract can be further extended if mutually agreed upon, at the sole discretion of buyer.

Part III - Standard Conditions of RFP

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

28. **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.

29. **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.

30. **Arbitration:** All disputes or difference arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relation to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM - 7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

31. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contracts or forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show or 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 action on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or action on his behalf, as defined in Chapter IX of the India Penal code, 1860 or the Prevention of Corruption Act, 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 breach of the undertaken had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any office/ employee of the Buyer or to any person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages forfeiture of the Bank Guarantee and refund of the amount paid by the Buyer.

Contd9/-

M. K. K.

32. **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 Contact 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 un officially, to the award of the contract to the Seller, nor has any amount paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees or recommendation. The Seller agrees that if it is established at anytime to the satisfaction of the Buyer that the present declaration is in any way in corrector if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such recover any such amount from any contracts concluded earlier with the Government of India.

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

34. **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.

35. **Penalties:**

(a) Penalties that may be imposed on the contractor by the buyer on noncompliance of any of the following:

Sl	Nature of Errors	Minimum Penalty
(i)	For not providing vehicle in time	Rs. 200/- (Two hundred only) per hour
(ii)	Faulty functioning of vehicle and Not providing substitute vehicle.	Rs. 3000/- (Rupees three thousand only) per vehicle / Day.
(iii)	Failure to provide good quality of vehicle	Rs. 3000/- (Rupees three thousand only) per vehicle / Day.
(iv)	Non supply of vehicle	Rs. 4000/- (Rupees Four thousand only) per vehicle / Day
(v)	Driver Indiscipline/ Misbehaviour/ Intoxication	Replacement of defaulting driver without any delay. Failure to provide substitute service shall invoke risk penalty as Sl (b)
(vi)	Failure to submit bill within 05 th day of ensuring month	Rs. 100/- (Rupees One Thousand only) per vehicle / day.

Contd10/-

*M
WVK*

(b) Under no circumstances, on each occasion the cumulative continuous penalty total shall not exceed 10% of the contract value.

(c) Buyer at its discretion may entirely/partly waive-off penalty under justifiable circumstances.

(d) All penalty amounts may be deducted from outstanding bills/Performance Bank Guarantee as applicable.

(e) In case of seller backing out in mid-stream without any explicit consent of buyer, the vender will be liable to recovery at higher rates vis-a-vis those contracted with, which may have to be incurred by buyer on hiring of vehicles for the balance period of contract by alternative means. Same may/ can be recovered against outstanding bills or PBG.

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

(a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than two weeks after signing the contract.

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

(c) 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.

(d) The first party reserves the rights to cancel or terminate this contract agreement giving reason and time maximum up to one month.

(e) The first party also reserves the rights to terminate the contract without assigning any reason or and without giving any time.

(f) Contract will be terminated if violation or breach of any one or more terms/ conditions is observed. It will be up to the first party to give any warning/ time for improvement by the second party or not.

(g) Poor material state of vehicles, irregularity in reporting, frequent break downs, inability to provide vehicle/replacement for break down vehicles, misconduct or unlawful conduct by drivers, breach of security, breach of contract terms, association with unlawful organization of anti-social elements, espionage, disregard to traffic laws/rules, accidents etc will also qualify for termination/cancellation of contract by the first party and as well be subjected/dealt as per relevant laws by the first party.

(h) The PBG cum security deposit will be returned subject to no liabilities pending on the contactor at the time of completion / termination of the contact.

Contd11/-

*H
veut x*

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

37. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by Fax or registered post.

38. **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.

39. **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.

40. **Taxes and Duties:**

(a) If bidder desires to ask for excise duty or Sales Tax/ 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 same will be entertained.

(b) On the Bids quoting sales tax/ 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 sales / 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 price shall be loaded with maximum rate of duty and term for the purpose of comparison of prices and determination of L-1 firm. 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.

Contd12/-

M. K. S.

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

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

Part IV - Special Conditions of RFP

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

41. **Performance Bank Guarantee:** The Bidder will be required to furnish a Performance Bank Guarantee in the form of an **Account Payee Demand Draft** in favour of **Public Fund Account, ICGS Chennai, Account No. 60251010001252** from any of the **Nationalized Bank** for an amount equal to **10% of the annual contract value** authorized to conduct government business. Performance Bank Guarantee will be valid up to 60 days beyond the completion of validity of contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). **In case of PBG balance goes below 70% due to penalty/ risk & expense/ other contract clauses, the seller to restore PBG to 100% within 10 days and if seller is allows PBG to go below 50%, the contract shall be terminated without notice.** The PBG will be accepted only as per the prescribed format. Fixed deposit receipt, etc will not be accepted as PBG. Delay in submission and extension of PBG shall invite levy of LD at the rate 0.5% of the PBG value per week. Coast Guard reserved the right to review the performance of the contractor / bidder upto the satisfaction of the buyer and deduct the amount as deemed fit in accordance with DPM-09 on quarterly/ half yearly/ annual basis.

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

43 **Tolerance clause:** To take care of any change in the requirement during the period starting from issued 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 Buyer within this tolerance limit.

Contd13/-

ved K x

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

- (a) Payments will be made on monthly basis after successful execution of supply/job orders issued against the RC during this period.
- (b) Amount of Risk Expense/ Penalties, etc., if any, will be deducted from the billing amount/ PBG as deemed fit by buyer.

45. **Advance Payments:** No advance payment(s) will be made

46. **Paying Authority:** The paying authority is The Defence Controller of Defence Accounts (Navy), Chennai

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

- i. 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
- ii. Receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- iii. Exemption certificate for Excise duty / Customs duty, if applicable.
- iv. Bank Guarantee for advance, if any
- v. Guarantee/ Warranty Certificate
- vi. Performance Bank guarantee / Indemnity bond where applicable.
- vii. 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. 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 supply order).
- viii. Any other document/ certificate that may be provided in the Supply order.
- ix. User acceptance.
- x. Xerox copy of PBG.

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

Contd14/-

M
Wu X X

47. **Payment of Bills:** Monthly bills for bonafide use of vehicles are to be submitted by the contractor **latest by the 5th day of the every month** to MT Section. Calculation of Kilometers run will be logged by MT Section, CGDHQ-5, Chennai. Kilometers logged from the contractor's premises to point assigned for reporting on duty and drop point to the contractors premises are not payable under this hiring arrangement. Payment will be made through The Accounts Officer of the Asst Controller of Defence Accounts (N) Fort St. George, Chennai-600 009, subject to timely submission of bills by the contractor.

48. **Fall clause:**

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

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

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the contract – "We certify that there has been no reduction in sale price of the stores/services of description identical to the stores / services supplied to the Government under the contract herein and such stores /services have not been offered/sold by me/ us to ant 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 the currency of the contract at price lower than the price charged to the government under the contract.

Contd15/-

M
ven xx

49. **Risk & Expense clause.** In the event of the failure of the contractor to provide the services as requisitioned under the contract, MTO/MT Section CGDHQ-5 or the 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.

50. **Force Majeure clause:**

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

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

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

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

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

51. **Accidents.**

(a) In circumstances, when the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to the vehicle, driver, passenger or any third part, the responsibility for any legal or financial implication shall rest solely with the contractor. The Commanding Officer, ICGS Chennai or the Government of India shall have no liability, whatsoever, in this regard.

*M
Venu K x*

(b) The Commander, Coast Guard Dist No 5 shall not be responsible for any injury sustained by the person of the service provider during the performance of their duties and also for any damage or compensation due to any dispute between them and its personnel. Any expenditure incurred by the Commander, Coast Guard Dist No. 5 to handle the situation arising out of conduct of personnel deployed by the service provider will be made good from performance bank guarantee/bills.

52. **Security.**

- (i) Hiring agencies are to give complete details of driver such as his nationality, permanent address and conduct etc.
- (ii) Hiring agencies are to get the antecedents of adequate number of drivers checked by local police and submit the list/details (with two photographs) to Headquarters, Coast Guard District No.5 Prior Commencement of conduct.
- (iii) Permanent drivers are to be detailed as far as possible.
- (iv) The contract must intimate at least one day in advance regarding change of permanent driver of vehicle. The replacement driver must be only from the list of driver whose antecedents have been forwarded to the contract operating authority.
- (v) The Contractor must educate the drivers to be security conscious at all times. He should never leave vehicle unattended and must not allow entry of unknown person in the vehicle. The vehicle must be locked (including dicky) whenever parked and unattended.

53. **Trip sheets.** Contractor is to ensure that trip sheets are signed by user on the same day and submitted to MTO/MT section along with the bills for comparison with sanction. Additional Km runs if any to be duly endorsed by user where applicable. **The trip sheets along with Invoice is to be submitted within 05 working days of the ensuing month. Failure to do so is liable to invite penalty/LD @ 0.5% against quoted cost for supply of vehicles per vehicle /month.** A sample trip sheet is placed at **Appendix – 'C'** to this RFP.

54. Gate Pass for Entry inside Chennai port Trust: It will be responsibility of the bidder/contractor to pay charges and arrange gate pass for the hired vehicles (Fixed/as and when required basis) to gain entry inside Chennai port trust. Liaisoning with Port Trust authority /CISF for issue of gate passes will be liability / responsibility of the bidder/ contractor. Failure of hired vehicle to enter inside Chennai port trust due to inability of bidder / contractor to arrange gate pass/ entry pass for vehicle **is liable to invite penalty/LD @ 0.5% against quoted cost for supply of vehicles per vehicle/month for fixed hiring vehicle. In case of vehicle hired on as and when required basis, LD will be imposed @ 0.5% per vehicle on prorated basis as applicable for fixed hiring.**

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

Contd17/-

M. Vaidyanathan

Part – V Evaluation Criteria & Price Bid issues

56. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) This being Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the 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 Commercial Bids of only those Bidders will be opened whose Technical Bids clear the Technical evaluation.**

(c) If the technical evaluation committee feel so for physical inspection of the vehicle at user premises along with drivers and other conditions mentioned in this RFP to be provided by vendors.

(d) The lowest Bid will be decided upon the lowest basic price quoted by the particular Bidder as per the Price Format given at **Appendix-'B'**, to this tender enquiry/ RFP. The price-bids shall be submitted in separate sealed envelopes clearly marked as '**Commercial-bid**'. The Commercial-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) are to be indicated separately in quote, however, the same will not be considered in evaluation criteria for L-1 determination (as amended vide DPM 2009 amendment 1/2015 dated 10 Nov 15)

(e) 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 total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

57. **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 categories of vehicles as per approved report of TEC. Individual lowest bidder(s) will be determined for different categories of vehicles/ slabs of hiring i.e. casual / daily basis hiring for ranking of commercial offers and working out of the lowest bidder, the weightage to be given for rates quoted for 100 kms per day / 12 hrs per day, for extra per kms and for extra hrs will be as under.

58. 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.

M
New Kx.

Contd18/-

59. No change in the rates will be affected from the date of signing of the contract.

60. **Instruction for filling up price-Bid**

- (a) The bidder/tenderer should satisfy himself with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.
- (b) All additions and alterations made while filling the tender must be attested by initials of the tenderer/bidder. Overwriting of figures 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) 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.

M
new K x.

INSTRUCTION FOR SUBMISSION OF TECHNICAL BID

1. The Technical Bid should consist of the documents in the sequence given below:-
 - (a) Index page indicating the technical bid contents with appropriate page numbers.
 - (b) The vendor Compliance Report & Information at **Appendix-C** along with the required supporting documents in the same sequence.
 - (c) The Compliance matrix for Technical Evaluation Criteria stated at **Appendix-B** along with the required supporting documents in the same sequence.
 - (d) Assumptions, Exclusions, Concessions, Deviations on the **Standard** and **Special Conditions** of Request for Proposal (RFP).
 - (e) **Earnest Money Deposit (EMD)** is to be deposited alongwith the technical bid.
 - (f) Any additional relevant document of Company Profile, Employee Profile etc not exceeding 10 pages.

Note: Technical Bids not submitted in accordance with above format would be rejected.

*M
Venu K. K.*

FORMAT FOR SUBMISSION OF TECHNICAL BID

(To be submitted in a separate sealed envelope with all **supporting documents**)

HIRING OF HEAVY MOTOR VEHICLES FOR INDIAN COAST GUARD UNITS BASED AT CHENNAI FOR YEAR 2018-19

TENDER NO: CGS(CHN)/MT/436/HMV/ARC/2018-19		TENDER DATE: Nov 18	
TENDER DESCRIPTION: ARC 2018-19 FOR HIRING OF HEAVY MOTOR VEHICLES FOR INDIAN COAST GUARD DISTRICT HEADQUARTERS NO.5 (TN)			
01	Name and address of the bidder		
02	Other information	Phone no (Off): Fax No : Mob No : E-mail:	
03	Name and designation of the person of the bidder to whom all reference shall be made		
SL	Descriptions	Compliance	Supporting Documents
01	Indicate acceptance of entire scope of work/services and other terms/conditions indicated <u>RFP from Para 1 to 60</u>	Yes/No	In case of non acceptance of any term/conditions, specify reason thereof
02	EMD submitted/ attached with Technical bid. (EMD is not to be attached with commercial bid).	Yes / No	DD no. Date Name of Bank Place
03	The Bidder firm should be registered and should have registration with state/Central Government with valid permit.	Yes/No	Copy of registration certificate issued by State/Central Govt. authority as Transport Company
04	One person at the local office to be designated as a local point of contact for the Department.	Yes/No	Details of offices and contact person
05	Details of Partnership deed if any (Attached documents if Yes)	Yes/No	Copy to be attached
06	Copies of Income tax return for last two year i.e. year ending 31 Mar 17 and 31 Mar 18 to be attached	Yes/ No	Copies of IT return to be attached.
07	Copies of audited profit and loss account for last two financial years. The bidder should have minimum turnover of Rs.10 Lakhs from transport service over the last two audited financial years.	Yes/ No	Copies of audited balance sheets to be attached.

*M
Vet X X*

08	The Bidder should not be banned from participating in any of the Government in India as on date of submission of the Bid. Government in India refers to Government Departments, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies, Co-operative Institutions, Universities and Societies formed by the Government.	Yes/No	Self-declaration letter from the authorized signatory of the company
09	Bidder should have the following vehicles registered on the firm's name and vehicle should be not more than 05 years of age as on 01 Sep 18. The category wise vehicle details is as follows :- (a) 03 Toner truck - 01 no. (b) 22 Seater Bus - 06 nos. (c) Tempo Traveller - 05 nos. (d) 32 Seater Bus - 03 nos. (e) 52 Seater Bus - 01 no. (f) MUV (Tata xenon, Mahindra Scorpio gateway or equivalent) -01 no. *Note: If the bidder is quoting for particular type of vehicle then he should produce proof of vehicle of respective category only.	Yes/No	Copy of Registration certificate (RC), valid permit for commercial usage and comprehensive insurance policy to be attached and original RCs should be readily available during TEC
10	General Service Tax (GST) no.	Yes/No	Copy of GST registration certificate to be attached
11	Firm has PAN number	Yes/No	Copy of PAN card on firm name to be attached
12	The bidder must provide at least two client certificate of satisfactory performance from the parties to whom they have provided "vehicle on hire" during the last two financial years i.e. 2016-17 and 2017-18.	Yes/No	Unsatisfactory performance from any organisation or unit or sub-unit where vehicle provided by firm will be liable for disqualification of Technical bid.
13	Acceptance to provide qualified drivers with license for Heavy vehicles.	Yes/No	

Note: - The bidder should be in possession of original documents of all documents for which photocopies have been submitted with technical bid. The TEC may check the same during scrutinising the Technical Bids.

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)

M. K. X. C.

A: PRICE BID FOR HMV
(To be submitted in a separate sealed envelope)
TENDER FOR HIRING OF HEAVY MOTOR VEHICLES ON ANNUAL RATE CONTRACT
BASIS 2018-19

Note: Only single rate is to be entered in this form for each category of vehicles in the bid. The bidder can offer any one type of vehicle or in combination in a particular category specified, but at same rate for each vehicle in a particular category. 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 QUOTATION FOR HIRING OF HEAVY MOTOR VEHICLE

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

Rates for Casual Hiring / Daily Basis Hiring		
Sl.	Description	Rate in Rs. (Unit Rate only)
1	03 Tonner Truck	
(a)	Daily basis/ Casual hiring rates for 100 Kms / 12 Hrs duty (A)	
(b)	Extra per km beyond 100 km (B)	
(c)	Extra per hour beyond 12 Hrs (C)	
2.	06 Tonner Truck	
(a)	Daily basis/ Casual hiring rates for 100 Kms / 12 Hrs duty (A)	
(b)	Extra per km beyond 100 km (B)	
(c)	Extra per hour beyond 12 Hrs (C)	
3	40 Feet Trailer	
(a)	Daily basis/ Casual hiring rates for 100 Kms / 12 Hrs duty (A)	
(b)	Extra per km beyond 100 km (B)	
(c)	Extra per hour beyond 12 Hrs (C)	
4	Tempo Traveller (Non A/C)	
(a)	Daily basis/ Casual hiring rates for 100 Kms / 12 Hrs duty (A)	
(b)	Extra per km beyond 100 km (B)	
(c)	Extra per hour beyond 12 Hrs (C)	
5	22 Seater Bus (Non A/c)	
(a)	Daily basis/ Casual hiring rates for 100 Kms / 12 Hrs duty (A)	
(b)	Extra per km beyond 100 km (B)	
(c)	Extra per hour beyond 12 Hrs (C)	

M
new Kx

6	32 Seater Bus (Non A/c)	
(a)	Daily basis/ Casual hiring rates for 100 Kms / 12 Hrs duty (A)	
(b)	Extra per km beyond 100 km (B)	
(c)	Extra per hour beyond 12 Hrs (C)	
7	52 Seater Bus (Non A/c)	
(a)	Daily basis/ Casual hiring rates for 100 Kms / 12 Hrs duty (A)	
(b)	Extra per km beyond 100 km (B)	
(c)	Extra per hour beyond 12 Hrs (C)	
8	MUV (Tata Xenon, Mahindra Scorpio Gateway or equivalent)	
(a)	Daily basis/ Casual hiring rates for 100 Kms / 12 Hrs duty (A)	
(b)	Extra per km beyond 100 km (B)	
(c)	Extra per hour beyond 12 Hrs (C)	
9	24 Seater Bus (A/c Bus)	
(a)	Daily basis/ Casual hiring rates for 100 Kms / 12 Hrs duty (A)	
(b)	Extra per km beyond 100 km (B)	
(c)	Extra per hour beyond 12 Hrs (C)	

Note: Rates are to be quoted on per unit/per day basis. The vehicles will be hired on regular basis (fixed hiring) and on requirement basis as per details at part – II of the RFP. The bidders are required to take in to account all charges and duties **such as toll, parking, entry, gate pass for entry inside Chennai port trust/any other Govt. Agencies, while quoting their prices in commercial bids. Clarification, if any may be clarified during pre-bid conference or from DMTO, CGDHQ-5.**

The lowest (L-1) bidder will be decided on basic cost of each category of vehicle.

Further, we have read carefully the Tender enquiry and all the terms and conditions etc. mentioned in the Tender enquiry bearing No. _____ dated _____ and we accept all the stipulation.

Firm's Seal & Date

Signature of Authorised Rep of the firm

*M
Kx-*

GENERAL TERMS AND CONDITIONS FOR THE CONTACTOR

The rate Contract from duly signed should be submitted in sealed voucher clearly maker as "**COMMERCIAL BID FOR HIRING OF VEHICLES 2018 - 19**".

- (a) For the purpose of 12 hrs duly, timing will be fixed by the Commander, Coast Guard District Headquarters No.5 (TN).
- (b) The Contractor shall have to provide spare wheel and proper tools with all the vehicles.
- (c) Tendered must specify number of vehicles offered at the quoted rates.
- (d) Number of vehicles required to be supplied by the contractor on any given day will be informed to him on the previous day by the contract Operating Authority.
- (e) The contractor shall be required to maintain vehicles in absolute working condition. If any hired vehicle develops defect while on duty, the contractor should replace it by a substitute vehicle. The Commander, Coast Guard Dist Headquarters No.5 (TN) shall however, make alternative arrangements, at the risk and cost of the contractor and the arrangements shall continue till such time a substitute for defective vehicle is provided or defect rectified whichever is earlier.
- (f) All Vehicles should have first aid box and fire extinguisher.
- (g) Vehicles should have sufficient fuel and engine oil to run for a minimum of 100 kms without having to draw any fuel or engine oil during the days of duty.
- (h) The Duty hours and kilometres of hired shall be counted from the place called for duty and place left on completion.
- (j) The contractor will be responsible for any damage to the vehicles and personal injury to the driver and occupants of the vehicles while on duty and would also be responsible for any damage or injury to any third party.
- (k) All drivers are to wear neat and clean dress and uniform as per RTO rules/ or white shirt as convenient. They are also to be in possession of a mobile with no cost on these accounts to the Coast Guard. The overall cleanliness and appearance of the vehicle is the sole responsibility of the contractor.
- (m) The contractor shall ensure that the drivers are disciplined and behave properly with user officers and service personnel. The contractor shall have to withdraw such driver from the duty who does not behave in a proper disciplined manner or who reports for duty under the influence of liquor, should not chew pan & smoke when the transports are occupied. The contractor shall ensure that the drivers detailed have knowledge of Hindi/ English and also they are acquainted with routes to various Coast Guard/ Establishments at Chennai.

Handwritten signature

- (n) Driver shall be required to go various places in Chennai and they should be well conversant with the routes and roads of Chennai.
- (p) No mileage will be allowed for any lunch and tea break.
- (q) Drivers may bring their packed lunch/dinner/ breakfast as per requirement of duty hours.
- (r) All vehicles should have neat and clean cushioned seats.
- (s) The firm should give their telephone, Fax, Residence number.
- (t) In the event of any dispute arising under these conditions, the decision of the Commander, Coast Guard Dist HQ No.5 or any other nominated by him shall be final.
- (u) Vehicles be approved by RTO to run in municipal area of Chennai and suburbs. The vehicles should be insured for number of passengers as per the seating capacity of the vehicle.
- (v) Drivers should be above 18 years of age should have sufficient experience of during in area of operation.
- (w) The firms should have capacity to repair their vehicle in the shortest possible time so that any given point of time the vehicle are put into services instantly, including at odd hours.
- (x) The firm will insure the vehicle. In case of any accident, the firm will meet all the claims arising out of it.
- (y) In case the hired vehicle is involved in an accident resulting in loss or damage to property or life in respect to the vehicle, driver, passenger, or any third party, the responsibility for any legal or financial implications shall solely rest with the contractor. The Commander, Coast Guard Dist HQ No.5 or the GoI shall have no liability.
- (z) The Commander Coast Guard Dist No.5 Chennai shall not be responsible for any injury sustained by the personnel of service provider during the performance of their duties and also any damage or compensation due to any dispute between them and its personnel. Any expenditure incurred by the Commander, Coast Guard Dist HQ No.5 to handle the situation arising out of the conduct of personnel deployed by the service provider will be made good from performance security/ or monthly bills.
- (aa) In case, the firm is unable to provide the vehicles on any given day, a penalty of **Rs. 5000/-** per day per vehicle will be imposed on the firm. In case contract conditions in any other form are not adhered to though the vehicle is provided, a penalty of **Rs. 1500/-**, per day per vehicle will be imposed on the firm.

M
Wu X