दरभाष/Tele: 04368-226500

ईमैल/É-mail: cgs-kkl@indiancoastguard.nic.in

Reply should be addressed to The Commanding Officer

Quoting: RFP/KKL/MT/ARC/02/19-20

M/s_____OPEN TENDER ENQUIRY

भारतीय तटरक्षक अवस्थान कराईकल Indian Coast Guard Station Karaikal

No. 64, Bharathi Nagar

Post Box No. 1554, Karaikal PO

Karaikal - 609 602

28 May 19

INVITATION OF BIDS FOR ANNUAL RATE CONTRACT TOWARDS HIRING OF MT VEHICLES – YEAR 2019-20: ICGS KARAIKAL

REQUEST FOR PROPOSAL (RFP) NO: RFP/KKL/MT/ARC/02/19-20 DATED 28 May 2019

Dear Sir,

- 1. Coast Guard Station at Karaikal invites bids under two bid system (Technical Bid and Commercial Bid) in sealed covers for concluding Annual Rate Contract towards hiring of Motor Transport for official transport requirements of Coast Guard station which includes for ICG ships berthed at Karaikal with effect from the date of signing of contact for a period of one year as per DPM-09 guidelines for the vehicles mentioned intheScheduleofRequirement at Para 1 of Part-II of this RFP. The quantity specified is tentative which can be more or less depending upon the service requirements. Please super-scribe the above mentioned title, RFP number and date of opening of the Bids on the sealed covers to avoid the Bid being declared invalid. Being of two bid system, please also super-scribe 'Technical Bid' and 'Commercial Bid' on the respective covers.
- 2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below:-
 - (a) Bids / queries to be Motor Transport Officer, ICGS Karaikal addressed to
 - (b) Postal address for sending The Commanding Officer the Bids ICGS Karaikal

No.64, Bharathi Nagar

P.B No 1554 Karaikal - 609 602

(c) Name / designation of the contact personnel Deputy Commandant C Sunil Motor Transport Officer, ICGS Karaikal, Karaikal - 609 602

(d) Tel Nos. of the contact 04368-226500, 226501

personnel

- (e) Email IDs of contact <u>cgs-kkl@indiancoastguard.nic.in</u> personnel
- (f) Fax number 04368 224900
- 3. **Pre-Bid Conference:-** To obviate the possibility of the RFP fetching no response, resulting in a single vendor situation or resulting in generation of limited competition, technical specifications should be firmed up in a pre-bid conference in two-bid tender, particularly where the goods/services to be procured / utilised are not available commercially off-the-shelf or are of complex and highly technical nature.

Hence, a pre-bid conference will be conducted on **04 Jun 19** at **1000 Hrs** in the O/o the Commanding Officer, ICGS Karaikal for clarifications and discussions on various aspects / conditions of the RFP and to clarify queries if any. The participating firms are required to depute their rep to attend the conference with authority letter.

- 4. The RFP is divided into five Parts, each Part dealing with a different aspect.
 - (a) **Part I** Contains General Instructions to the bidders. Generally, all these instructions should be mentioned as it is, though minor changes can be done to suit a particular case. The para on EMD is applicable only for cases covered under Para 4.7 of Chapter IV.
 - (b) <u>Part-II</u> Contains essential details of the items / services required, such as the Schedule of Requirements (SoR), Technical Specifications, Delivery period, Mode of Delivery and Consignee details.
 - (c) **Part III** Contains Standard clauses / conditions which might have a legal implication. Therefore, no deviation from the text given in the clauses nor deletion of any of these clauses has to be allowed.
 - (d) **Part IV** contains several Commercial clauses, which may or may not be relevant for a particular type of RFP. Hence the title is given as Special Conditions of Contract. A conscious decision may be taken to incorporate the relevant clauses from this list based on the guidelines given in the concerned Chapters of DPM-2009. The wordings of these clauses can also be appropriately modified to suit a particular case.
 - (e) <u>Part V</u> Contains the Evaluation Criteria suitably amplified/modified to suit the specific requirements of a particular case. Similarly, the Format of the Price Bid can be amended to include / exclude items as per requirements.
- 5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any later stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
- 6. **Acceptance of Terms and Conditions.** The tenderer shall clearly mention

the following in their offer letter:-

"WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO. RFP/KKL/MT/ARC/02/19-20 DATED 28 May 19".

7. The cost of the tender is **Rs.100.00** (Rupees **One Hundred**only) (Non-refundable). The payment will be accepted by demand draft drawn in the favour of The Commanding Officer, ICGS Karaikal Payable at Karaikal. (Cash will not be accepted).

(C Sunil)

DeputyCommandant Logistics Officer

for Commanding Officer

PART-I GENERAL INFORMATION

1. Last date and time for depositing the bids 18 Jun 19 by 0930 Hrs.

The sealed bids under two bid system i.e. Technical Bid and Commercial Bid in the sealed covers (separately) should be deposited / reach to ICGS Karaikal, Karaikal by the due date and time. The responsibility to ensure this lies with the Bidder.

- 2. <u>Manner of depositing the Bids.</u> Sealed Bids should be either sent by registered post at the address given above or dropped in the Tender Box marked as 'TENDER BOX' so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid document. <u>Bids sent by FAX or email will not be considered</u>. (Unless they have been specifically called for by these modes due to urgency).
- 3. <u>Time and date for opening of Bids 1130 Hrs on 18 Jun 19</u> If due to 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 or any other day / time, as intimated by the buyer.
- 4. <u>Location of the Tender Box.</u> Tender Box is located at ICGS Karaikal at No 64, Bharathi Nagar, Beach Road, Karaikal 609 602. 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 Bids.** ICGS Karaikal at No 64, Bharathi Nagar, Beach Road, Karaikal 609 602. The bidders may depute their representatives, duly authorised in writing, to attend the opening of bids on the due date and time. Rates and important commercial / technical clauses quoted by all bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
- 6. <u>Two-Bid System.</u> Being the case is of Two Bid system, Technical bid will 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 the bidders under their Original Memo / Letter Pad inter alia furnishing details like TIN Number, VAT / CST No., Bank address with EFT A/c if applicable, etc. and complete postal and email address of their office.
- 8. <u>Clarification regarding contents of the RFP.</u> A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 days prior to the date of opening of the bids. Copies of the query and the clarification by the purchaser will be sent to all perspective bidders who have received the bidding documents.
- 9. <u>Modification and withdrawal of Bids.</u> 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 purchases 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 bids validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of Bid security.

- 10. <u>Clarification regarding contents of the Bids.</u> 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. **<u>Unwilling to quote.</u>** 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 up to 120 days from the last date of submission of the bids.
- 14. **Earnest Money Deposit (EMD).** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 41,000.00 (Rupees Forty One thousand seven hundred ninety 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 in favour of "The Commanding Officer, ICGS Karaikal, Karaikal as per Form DPM -13. (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to besubmitted 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. The technical and commercial bids are to be submitted in two separate sealed envelopes, duly mentioned as <u>`Technical Bid for RFP No. RFP/KKL/MT/ARC/02/19-20dated 18 Jun 19</u> and <u>`Commercial Bid for RFP No. RFP/KKL/MT/ARC/02</u>

- /19-20 dated 18 Jun 19 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 bidder and then the two sealed envelopes of Technical and Commercial bids should be enclosed in a common envelope duly sealed and addressed to The Commanding Officer, ICGS Karaikal, No 64 Bharathi Nagar, P.B No 1554, Karaikal 609 602 and super-scribed with 'REQUESTFOR PROPOSAL ANNUAL RATE CONTRACT FOR HIRING OF MT VEHICLES FOR THE YEAR 2019-20' should be dropped in Tender Box marked as TENDER BOX located at ICGS Karaikal or to be sent by Registered post so as to reach this office by the due date and time. No responsibility will be taken for postal delay or non-delivery / non-receipt of tender documents.
- 16. Sealed quotations will be opened by a committee on the due date and time. Your authorised rep from the company can attend the tender opening. If due to any exigency the due date for opening of tenders is declared as closed holiday, in such cases the tenders will be opened on next working day at the same time or any other day / time as intimated by the customer. The date of opening of commercial Bid will be intimated after accepting of the Technical Bids.
- 17. Commercial offers will be opened only of those firms, whose **Technical offers have been found suitable after technical evaluation**. Further, negotiations will be made only with the lowest bidder (L1) as determined by the committee. The date, time and venue fixed for this purpose will be intimated separately.

PART-II- Essential Details of Items / Services required

1. <u>Schedule of Requirements.</u> Details / Types of vehicles to be hired by Coast Guard Station Karaikal on daily basis / as and when required basis against this Annual Rate Contract (ARC) is given below. However, these quantities are only indicative and actual number of hiring may vary on as require basis.

SI.	Name of	<u>Description</u>	Oty Required (01 No.)
	<u>Vehicle</u>		
(a)	Staff Car	Tata Indigo or equivalent	Any 26 days/
			Month @120Kms/12 Hrs
(b)	Staff Car	Tata Indigo or equivalent	Any 04 days/ month @ 120 Kms /
			12 Hrs
(c)	Utility	Tata Sumo or equivalent	30/31 days per month @ 120 Kms /
	vehicle		12 Hrs
(d)	Water	Water Tanker capacity of 14	Any 04 days/ month@ 120 Kms/
	Tanker	Tons with potable Water	12 Hrs
		(upto two trips per day)	
(e)	Truck	6 Tonner Truck	01 Trip / month @850 Kms/ 36 Hrs
(f)	Mini Bus	Mini Bus 25 Seater	(i) 04 Trips / Year @ 600 Kms/ 24 Hrs
			(") 02 N/ 0420 // (42 I
			(ii) 02 days/Year @120 Kms/12 Hrs
(g)	Bus	52 Seater Bus	Any 04 days/Year @ 100 Km/12 Hrs

2. <u>Technical Details.</u> The following details and documents are to be submitted:-

- (a) Details of the vehicles along with copy of permit for commercial use owned by the firm/ proprietor are to be provided with the Technical bid (Vehicles should be duly registered in the name of the transport firm / partner / proprietor).
- (b) Copy of the RC / TC book of the vehicles is to be submitted as a proof.
- (c) Copy of the valid comprehensive insurance policy of the vehicles is to be enclosed. (Insurance of the vehicle, and the risk of passengers travelling in the vehicles, third party insurance should be covered by the bidder to the extent of liability specified in the Motor Vehicles Act & Rules made there under or any other law applicable in that respect.
- (d) A list of the drivers with their valid diving license numbers are to be enclosed.
- (e) Declaration from the bidder on their letter head stating that the drivers are of good characters, have valid driving license, awareness of roads, Traffic Rules and are competent to drive. They will be in uniform with shoes and with mobile at the time while on duty.
- (f) The bidder must provide atleast two client certificate of satisfactory performance from the parties to whom they have provided 'Cars on hire' during the last two financial yearsi.e 2017-18 and 2018-19.
- (g) Bidder shall produce along-with the tender, partnership deed, if any.
- (h) Following details about the transport company / firm are also to be furnished:-
 - (i) Company name and Owners names
 - (ii) PAN No.
 - (iii) Service Tax Code
 - (iv) Copy of latest Income Tax Return to be enclosed.
 - (v) Address of Registered Office and Telephone & Fax No.
 - (vi) Firm Registration No. along with details of valid permit for operating of vehicles on commercial basis (Copy of certificate to be enclosed).
 - (vii) Details of vehicles holding ownership
 - (viii) Any other details relevant on sub matter.
- (j) Only those transport firms who are fulfilling the above mentioned conditions and specifications would be considered.
- 3. <u>Two Bid System.</u> In respect of Two Bid system, Bidders are required to furnish clause by clause compliance of specification bringing out clearly the deviations from specification, **if any.** The bidders are advised to submit the compliance statement in **Technical Bid** placed as **Appendix 'A'**.
- 4. **Price Bid.** Parameters for quoting rates for hiring of vehicles on daily / as and when required basis would be:-

(a) Local

- (i) Normally, the vehicle is hired for 12Hrs/ 120 Kms. Extra Hrs/ Kmswill be charged only beyond 12 Hrs/120 Kms on the pro-rata basis as per rates quoted for 12 Hrs/ 120 Kms. If the vehicle is hired for 06 Hrs / 60 Kms, the charges will also be paid on pro-rata basis as quoted for 12 Hrs/ 120 Kms, however, the extra Hrs/ Kms can be charged to the extent till such charges are below that of 12 Hrs/ 120 Kms. The first party (ICG) will have right to retain such vehicle for 12 Hrs / 120 Kms to ensure economy.
- (ii) Rates are to be quoted for 12 Hrs / 120 Kms per dayexcept for vehicle at Para 1 sl (e) &f(i) above. Additional per hour and per kilometer charges will be paid on pro-rata basis. 30 minutes and above will be charged as one hour. Time below 30 minutes will be ignored.
- (iii) The bid / quotations should be exclusive of the taxes. The service tax to be mentioned separately.
- (b) **Out-stations.** Payments for outstation requirement will be on pro-rata basis as per rates quoted for 12 Hrs / 120 Kms for all the vehicles which will also include Night Halt charges.
- (c) No hike / revision in the rates will be considered on account of fuel price escalation during the currency of the rate contract.
- 5. **Scope of Annual Rate Contract.** The proposed Annual rate contact will be an agreement between the purchaser and the lowest bidder(s) (Supplier) to supply the hired vehicles included in this tender at specified prices, terms and conditions during the period of the contact. ARC will be in the nature of a standing offer and neither any quantity nor any anticipated drawls are guaranteed. As the ARC is a standing offer, either party (Seller / buyer) can revoke it any time after giving a reasonable notice (at least 60 days in advance) and opportunity. However, once a supply order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contact and the supplier will be bound to supply the ordered quantity.
- 6. **Delivery period.** The successful bidder / contractor will be required to sign an agreement with the Buyer with 07 days from the date of written intimation to this effect. Supply order/ Job order will be issued against the contract agreement for hiring of **vehicles on as required basis**. Intimation regarding the daily requirement of vehicles shall be conveyed telephonically at or before 2000 Hrs on the previous day by the MTO / MT Section of ICGS Karaikal. Subsequently, such intimation in writing shall follow. Please note that contract can be cancelled unilaterally by the buyer in case contracted items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD Clause.
- 7. **Consignee Details / Reporting of vehicles.** The required vehicles will report to ICGS Karaikal Office, No64, Bharathi Nagar, Beach Road, Karaikal 609 602 or designated place as directed on time / date notified to the contractor by MTO / MT Section. All

vehicles must have sufficient fuel while reporting on duty for full day and no vehicle will be accepted with less fuel.

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

PART – III STANDARD CONDITIONS OF RFP

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

- 1. **Law.** The contract shall be considered and made in accordance with the laws of the Republic of India.
- 2. **Effective Date of the Contract.** The contract shall come in to effect on the date of signatures of both parties of 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 DPM-9 (Available in MoD website ad can be provided on request).
- The Seller undertakes that he has not Penalty for use of undue influence. give, 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 disfavorto anyperson in relation to the present contract or any other contract with the GoI. 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 seller) or the commission of any offers by the Seller of 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 deemproper, including but not limited to termination of the contract, imposition ofpenal damages, forfeiture of the Bank Guarantee and refund of the amountspaid 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 LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
- 6. **Access to Books of Accounts**: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
- 7. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereofto any third party.
- 8. <u>Liquidated Damages</u>: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the specified vehicle as stated in **Part II of RFP**/ stores/goods and conducttrials, installation of equipment, training, etc. as specified in this contract, **the Buyer** may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages/ penalties on non-compliance of any of the following:-

SI	Description	Minimum Penalty
(a)	For not providing vehicle in time	Rs.200/- (Two Hundred only) per hour.
(b)	Faulty functioning of vehicle or fail to provide good quality of vehicle	Rs.500/- (Five Hundred only) per day.
(c)	Non supply of vehicle / Driver missing from place of duty after	Rs.2000/- (Rupees Two Thousand only) per vehicle / day.

	repo	rting						
(d)	For	not	providing	substitute	Rs.2000/-	(Rupees	Two	Thousand
	vehicle in case of breakdown			only) per v	ehicle / day	у.		

- 9. <u>Termination of Contract:</u> The Buyer shall have the right to terminate thisContract in part or in full in any of the following cases:-
 - (a) The delivery of the vehicle is delayed for causes not attributable toForce Majeure for more than (01 month) after the scheduled date ofdelivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure bymore than (02 months) provided Force Majeure clause is included incontract.
 - (d) The Buyer has noticed that the Seller has utilised the services of anyIndian/Foreign agent in getting this contract and paid any commission tosuch 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 addressof the party to whom it is sent.
- 11. <u>Transfer and Sub-letting</u>: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 12. **Patents and other Industrial Property Rights**: The prices stated in the present Contract shall be deemed to include all amounts payable for the useof patents, copyrights, registered charges, trademarks and payments for anyother industrial property rights. The Seller shall indemnify the Buyer againstall claims from a third party at any time on account of the infringement of anyor all the rights mentioned in the previous paragraphs, whether such claimsarise in respect of manufacture or use. The Seller shall be responsible forthe completion of the supplies including spares, tools, technical literature andtraining aggregates irrespective of the fact of infringement of the supplies,irrespective of the fact of infringement of any or all the rights mentionedabove.
- 13. Amendments: No provision of present Contract shall be changed ormodified in any way (including this provision) either in whole or in part exceptby an instrument in writing made after the date of this Contract and signedon behalf of both the parties and which expressly states to amend the present Contract.

14. Taxes and Duties (As Per GST Norms)

(a) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, thesame must be specifically stated. In the absence of any suchstipulation, it will be

presumed that the prices include all suchcharges and no claim for the same will be entertained.

- (b) On the bids quoting sales Tax / service Tax / VAT extra, the rate and the nature of Tax applicable to the time of supply should be shown separately. Taxes will be paid to the seller at the rate at which is liable to be assessed or has actually been assessed provided the transaction of sale / services is legallyliable to sales tax / service tax and the same is payable as per the terms of Contract.
- (c) If reimbursement of any Duty/Tax is intended as extra over thequoted prices, the Bidder must specifically say so. In the absenceof any such stipulation it will be presumed that the prices quoted arefirm and final and no claim on account of such duty/tax will beentrained after the opening of tenders.
- (d) If a Bidder chooses to quote a price inclusive of any duty/tax anddoes not confirm inclusive of such duty/tax so included is firm andfinal, he should clearly indicate the rate of such duty/tax andquantum of such duty/tax included in the price. Failure to do so mayresult 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/taxwill be charged by him up to the limit of exemption which he mayhave. If any concession is available in regard to rate/quantum of anyDuty/tax, it should be brought out clearly. Stipulations like, the saidduty/tax was presently not applicable but the same will be charged ifit becomes leviable later on, will not be accepted unless in suchcases it is clearly stated by a Bidder that such duty/tax will not becharged by him even if the same becomes applicable later on. Inrespect of the Bidders, who fail to comply with this requirement, theirquoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- (f) Any change in any duty/tax upward/downward as a result of anystatutory variation in excise taking place within contract terms shallbe allowed to the extent of actual quantum of such duty/tax paid bythe 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 allreliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

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. <u>Performance Guarantee.</u> The Bidder will be required to furnish a PerformanceGuarantee by way of Bank Guarantee through a public sector bank or aprivate sector bank authorized to conduct government business (ICICIBank Ltd, Axis

Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% ofthe contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond thedate of warranty. The specimen of PBG is given in Form DPM-15(Available in MoD website and can be provided on request).

- 2. **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.
- 3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successfulcompletion of this contract, the cost, terms & conditions remaining thesame. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
- 4. <u>Tolerance Clause.</u> To take care of any change in the requirement duringthe period starting from issue of RFP till placement of the contract, Buyerreserves the right to **10** % plus/minus increase or decrease the quantity ofthe required goods upto that limit without any change in the terms &conditions and prices quoted by the Seller. While awarding the contract, thequantity ordered can be increased or decreased by the Buyer within thistolerance limit.
- 5. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoDwebsite and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:
 - (a) Payment will be made on post monthly basis after successful execution of supply / job orders issued against the RC during this period.
 - (b) Amount of LD/ Risk Expense / Penalties etc. if any will be deducted from the billing amount.
- 6. **Advance Payment.** No advance payment(s) will be made of any kind.
- 7. **Paying Authority.** The payment of bills will be made by the DCDA (Navy), Chennai 600 009 on submission of the following documents, whichever is applicable, by the Seller to the Paying Authority along with the bill:
 - (a) Ink-signed copy of contingent bill / Seller's bill.
 - (b) Ink-signed copy of Commercial invoice / Seller's bill.
 - (c) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - (d) Work done certificate
 - (e) Duty Slips / Trip sheets duly signed by the user.

- (f) Claim for statutory and other levies to be supported with requisitedocuments / proof of payment such as Excise duty challan, Customsduty clearance certificate, Octroi receipt, proof of payment forEPF/ESIC contribution with nominal roll of beneficiaries, etc asapplicable.
- (g) Exemption certificate for Excise duty / Customs duty, if applicable.
- (h) Bank guarantee for advance, if any.
- (j) Guarantee / Warranty certificate.
- (k) Performance Bank guarantee / Indemnity bond where applicable.
- (I) DP extension letter with CFA's sanction, U.O. number and date ofIFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (m) Details for electronic payment viz Account holder's name, Bankname, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated insupply order/contract).
- (n) Any other document / certificate that may be provided for in the Supply Order / Annual rate Contract.
- (p) User Acceptance.
- (q) Xerox copy of PBG.

(Note – From the above list, the documents that may be requireddepending upon the peculiarities of the procurement beingundertaken, may be included in RFP).

8. **General Conditions.**

(a) **Vehicle.**

- (i) The seller, hereafter called as second party agrees to provide the vehicles to Indian Coast Guard Unit i.e. ICGS Karaikal at Karaikal as per the terms and conditions of the rate contract.
- (ii) The second party agrees inspection of vehicles whenever requisition will be submitted by authorised reps of ICGS Karaikal not less than 6 hours in advance.
- (iii) The number of vehicles hired is subject to the requirements of the buyer hereafter called as 'first party' and may change from time to time. The second party agrees to provide vehicles without any pre-conditions to minimum / maximum number of vehicles.
- (iv) The vehicles will normally be hired by first party on 12 Hrs / 120 Kms basis. Requirement of lesser period will be specified by the first party but will not be less than 06 Hrs / 60 Kms. Any period of less than five will be considered as for 06 Hrs / 60 Hrs.
- (v) The second party agrees that the vehicles being hired must be in possession of valid RC books along with proof of registration with the relevant state/UT administration and should have valid operating (commercial) permit from the concerned competent authority. The vehicles provided to Coast Guard should not be under litigation and should have comprehensive valid insurance, taxes paid as per prevailing rates.

- (vi) The second party agrees to be in a position to provide the vehicles at any given time within one hour notice from the first party.
- (vii) The second party agrees that the vehicles shall have **full tank of fuel** while reporting for duty in ICG units.
- (viii) The vehicle milometer must be in running condition and sealed to avoid tampering of the meter.
- (ix) The second party will be required to provide all the vehicles in perfect running condition. Upholstery, décor, matting , paint, lights and all other accessories of the vehicles provided are to be in excellent condition at all times. The staff cars should have white seat covers compulsorily and should be changed when found dirty. The second party has to provide covers for the vehicles, stainless steel star boxes / star plate frames and flag post rods in all the staff cars, Star plates will be provided by the first party.
- (x) New vehicles / good condition vehicles to be provided with registration of **2016** or later with **less than 50,000 Km reading**. In the event of vehicle breakdown / non-reporting of vehicle in time, the first party reserves the right to hire vehicle from the third party in case of non-provisioning of vehicle by the second party within a reasonable time.
- (xi) In circumstances, when the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to the vehicle, driver, passenger or any third party, the responsibility for any legal or financial implication shall rest solely with the second party. The first party shall have no liability, whatsoever, in this regard.

(b) **Drivers.**

- (i) The second party shall ensure that the drivers of designated vehicles are always in possession of valid driving license or other documents which may be required for duties as required by the relevant laws. Drivers shall also possess of a workable mobile phone for instant communication and should be well conversant with important administrative offices / defenceestablishments along with roads, railway stations and other important installations / avenues in and around Karaikal and Nagapattinam.
- (ii) The second party can change the driver with prior notice to the first party in advance but not more than 04 times in a month. Frequent change of drivers, employment of drivers with inadequate knowledge of road / offices etc. may result in penalty and amount as deemed fit may be deducted from the bills / PBG.
- (iii) The drivers must report with the vehicle in a neat and clean uniform provided by the second party. The second party must intimate the colour

and specification of the uniform etc. at the time of evaluation of technical bid.

- (iv) The drivers employed by the second party will not be having any right of access at his own, to any of the Indian Coast Guard or other military installation, defence areas or any other central / Govt. premises / offices where general access to outsiders are prohibited. Drivers" attempt to access into any authorised place / rooms of above office will be deemed as security breach and will empower any of such offices to take suitable panel action against the defaulting drivers.
- (v) The drivers employed by second party will not attempt to secure any information about any Defence / Govt. installation / officials / operations under cover of being on ICG duty.
- (vi) Any items (personal / Govt. property) found by drivers in the vehicle, after used buy ICG personnel to be reported / handed over by the drivers to Security staff / Guard room of this office / concerned ICG unit at first available opportunity.
- (vii) The responsibility for conduct and character of drivers will be on the second party.
- (viii) It shall be responsibility of second party to ensure that the drivers will not indulge in any quarrel , arguments with user reps of the first party over any issue.
- (ix) First party will not be responsible for any misconduct or disobedience by the drivers to any law enforcing agencies.
- (x) The drivers will be allowed half an hour lunch break. However, this will not be considered if vehicles are hired for six hours or less time. Reporting time / place for respective vehicles will be intimated by operating units / nominated reps of the ICG and it will be duty of firm to ensure availability of vehicles at desired place / time.
- (xi) The second party will be responsible for the personnel / administrative needs of the drivers like rests/ payments, refreshments, medical or other such requirement which may affect the quality of the service rendered by the contractor. The first party will not be bound to consider these factors while assessing performance of the second party with regards to driver's conduct.
- (xii) For outstation duty, the driver will have to make his own arrangements for stay and food. For the same, the transporter should pay / provide sufficient cash in hand for fuel and other consumables. Provision of a working spare tyrein the vehicle is mandatory.

(c) **Financial**

- (i) The second party agrees to deposit with first party an amount of 10% of the contract value as PBG (**Performance Bank Guarantee**)as per Form- DPM -15 (Available ion MoD website and can be provided on request) through a public sector or private sector authorised to conduct government business, which will in turn will be deposited with the Senior Accounts Officer, DCDA (Navy), Chennai by the first party and will be released only , after making adjustment if any to safe guard Govt. interest. Bills for vehicles hired prior to submission of PBG will be forwarded to DCDA (N) Chennai only after receipt of PBG.
- (ii) The PBG cum security deposit will be used to adjust any dues/ other charges against the second party and remaining amount if any will be returned to second party after **14 months from the date of conclusion of contract (12 months contract period + 60 days).** In case of violation of terms and conditions / breach of contract by the second party, the amount may be confiscated or an appropriate amount as deemed fit may be deducted. No claim to return the PBG in such cases will be entertained.
- (iii) In case of first party hiring the vehicles from other sources at higher rates than agreed by the second party in this contract, due to inability of the second party to provide such vehicles, the second party will have to clear such bills and not have rights to claim the higher rates for vehicles hired from them or else will be adjusted against the PBG cum security deposit and bills pending for payment.
- (iv) In case, the contract is pre maturely terminated / cancelled owing to poor services rendered by the second party, the first party will have right to engage other sources for providing vehicles during the interim period till the time new rate contract is concluded. In this case also the interim period till the time new rate contract is concluded. In this case also the damages / additional charges towards hiring will be payable by the firm and will be adjusted against the PBG cum deposit and bills pending for payment.
- (v) If the charges payable by the second party are in excess to the PBG cum security deposit amount deposited with Senior Accounts Officer, DCDA (N), Chennai and the bills are pending for payment, the first party shall have the right to recover the additional charges from the second party against pending bills.
- (vi) The pre-receipted bills will be forwarded by the second party along with fully completed / signed work sheets on fortnightly basis, to the concerned operating units who in turn will forward the contingent bills for the same. The payments will be made by the DCDA (N), Chennai directly to the second party against CBs. The correctness of invoices / worksheets / Trip sheets will be ensured by the second party. Postal delays and delay in processing of bills by Senior Accounts Officer, DCDA (N), and Chennaiwill not be attributable to first party and no claims with respect of such delays will be entertained by the first party.

- (vii) The submission of bills will not be delayed beyond 20 days by the second party.
- (viii) The mode of calculation Km and Hrs will be as under:-
 - (aa) Kms and Hrs will be counted from time to time the vehicle reports to the place as directed by the first party and endorsed by the unit. The closing Kms reading / time will be counted from time to time the vehicle is released by the user and will be endorsed by him. The Km run by the vehicle from second party to the place directed by the first party and vice versa before and after duty time will not be paid for.
 - (ab) The starting and closing reading of milometer will be endorsed by the contract operating units in the worksheets along with hired / de-hired time. In case the vehicle on completion of final assignment of the day does not report back to endorse de-hired time / Kilometer, vehicle will be presumed to be in use only for 12 hrs / 120 Kms (as 06 Hrs / 60 Kms hired for 06 Hrs/ 60 Kms). The second party will forfeit the right to claim any extra amount which otherwise have been due to them towards extra mileage / time of such vehicle.
 - (ac) Normally, the vehicle is hired for 12 Hrs / 120 Kms. Extra Hrs / Kms will be charged only beyond 12 Hrs / 120 Kms (If the vehicle is used for more than 12 Hrs / 120 Kms or both) on the pro-rata basis as rates quoted for 12 Hrs/ 120 Kms. If the vehicle is hired for 06 Hrs / 60 Kms, the charges will also be paid on pro-rata basis as quoted for 12 Hs / 120 Kms , however, the extra Hrs / Kms can be charged to the extent till such charges are belowthat of 12 Hrs / 120 Kms. The first party will have right to retain such vehicle for 12 Hrs / 120 Kms to ensure economy.
 - (ad) The drivers will be allowed half an hour for lunch break. Such allowance will not be feasible if vehicles are hired for 06 Hrs or less time.
 - (ae) Additional administrative needs of the driver / vehicle, like rest fueling ad repair of vehicle will not be attributed to Hrs / Kms used.
 - (af) Reporting time & place of respective vehicle will be intimated by operating units / nominated rep of the first party, and it will be duty of second party to ensure availability of vehicles at desired place / time.
- (vii) The second party shall have a valid CST Number and Income Tax Account Number. Income Tax may be deducted by the Senior Accounts Officer (N), DCDA (N), Chennai 600 009 at the source from the bills, however, it will be sole responsibility of second party to pay all Government taxes in time. First party will not be held responsible for any delay / non-payment of such taxes.

(d) <u>Miscellaneous.</u>

- (i) The vehicle will be hired and de-hired by ICG units as per directives from the first party. These units will be for all aspects considered as nominated contract operating units and the Commanding Officer of these units will be considered as nominated representatives of first party.
- (ii) In the event of any dispute arising under these terms and conditions, the decision of the first party or any other officers nominated by the first party for this purpose will be final. The contract operating authorities shall be deemed to be the officer nominated for the purpose.
- (iii) Second party should be in a position to be contracted telephonically 24 Hrs on all day including Sundays / Holidays to enable the user unit / rep of the first party to place requisition / order s/ complaints etc. The second party also shall have regular office establishment, telephones and fax for communication and contract.
- (iv) The contractor or his rep will be available at ICGS Karaikal on intimation for reviewing the performance of firm in supply of the vehicle and to personally **oversee and ensure the allocation of vehicles**. An amount of Rs.200/- can be deducted from the value of hired vehicle on any day or from the pending bills for **failure on this account**.
- (v) Delay in reporting, Non supply of vehicles, driver missing from place of duty after reporting and breakdownof vehicles **will invite a minimum penalty** as mentioned in Para 8 of Part-III of the RFP and will be deducted from the pending bills of the contractor.
- 9. Fall Clause. Fall Clause is price safety mechanism in the rate contract. The fall clause provides that if rate contract holder reduces their price or sell or even offers to sell the rate the contracted goods following condition of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organisation during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that dated for all the subsequent supplies under the rate Other parallel rate contract contract and the rated contract amended accordingly. holders, if any, will also be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (Fifteen) days time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice. The purchase organisationswill keep special watch on the performance of rate contact holders who reduce their prices on one pretext or other. If their performances are not up to the mark, appropriately severe action will be taken against them including deregistering them, suspending business deals with them, terminating the contract etc.
- 10. **Risk and Expense Clause.** Successful bidders will be obliged to fulfill all transport requirements of this office, at all times, failing which the office will reserve the right to hire transport from alternate agencies at risk and expense of the successful bidders on the prevailing market rates. Such hiring from alternate sources shall be

binding on the contractor. Due to shortage of time, no prior information and be given to the contractor of such hiring. Expenses incurred on risk and expenses hiring, shall be debited from the security deposit of the contractor.

11. Force Majeure Clause.

- (a) Neither party shall bear responsibility for the complete or partial performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of anobligation under the present contract is extended correspondingly for theperiod of time of action of these circumstances and their consequences.
- (c)The party for which it becomes impossible to meet obligations under this contractdue to Force Majeure conditions, is to notify in written form theother party of the beginning and cessation of the above circumstancesimmediately, but in any case not later than 10 (Ten) days from themoment 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 asufficient proof of commencement and cessation of the abovecircumstances.
- (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 toterminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without anyliability other than reimbursement on the terms provided in the agreement for the goods received. a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sumwhich 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 otheracts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

12. **Right to Terminate the Contract.**

- (a) The first party reserves the right to cancel or terminate this contract agreement giving reason and time maximum upto one month.
- (b) The first party also reserves the right to terminate the contract without assigning any reason or and without giving any time.

- (c) Contract will be terminated if violation or breach of any one or more terms / conditions is observed. It will be upto the first party to give any warning / time for improvement by the second party or not.
- (d) Poor material state of vehicles, irregularity in reporting , frequent breakdowns, inability to provide vehicle / replacement for breakdown vehicles, misconduct or unlawful conduct by drivers, breach of security , breach of contract terms, association with unlawful organisation of anti-social elements, espionage, disregard to traffic laws / rules, accidents etc. will also qualify for termination / cancellation of contract by the first party and as well be subjected / dealt as per relevant laws by the first party.
- (e) The PBG cum security deposit will be returned / forfeited, adjusted as per terms given above.
- (f) First party can floattenders for new rate contract before actual date of termination of contract and second party will have no objection to that. However, new rate contract will be signed only after due date of termination of contract.

PART - V

- 1. **Evaluation Criteria.** The broad guidelines for evaluation of bids will be as follows:-
 - (a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirement of the RFP, both technically and commercially.
 - (b) In respect of Two Bid system, the technical bids forward by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment / services as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The lowest Bid will be **decided upon the lowest price quoted for each type of vehicle by the particular bidder as per the Price Bid Format given at Appendix 'B'.** All taxes and duties (including those for which exemption certificates are used) quoted by the bidders will be considered. The ultimate cost of the Buyer would be the deciding factor for ranking of Bids.
 - (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax etc., in unambiguous terms, otherwise their offers will be loaded with the maximum rate of duties and taxes for the purpose of comparison of pries. If reimbursement of custom duty / Excise duty / VAT/ Service 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 presume that the prices quoted are firm ad final and no claim on account of such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly

indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may resultin ignoring of such offers summarily. If a bidder is exempted from payment of Custom duty / Excise duty / VAT/ Service Tax duty upto any values of the supplies from them, they should clearly state that no excise duty will be charged by them upto the limit of exemption which they may have.

If any concession is available in regard to rate / quantum of Customs Duty / Excise Duty / VAT/ Service Tax, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged by him even if the same become applicable later on. In respect of the bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable to the item in question for the purpose of comparing their prices with other bidders. The same logic applies to Customs Duty, VAT and Service Tax also.

- (e) If there is a discrepancy between the unit price and total price is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (f) The lowest acceptance 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 contracts to different bidders for being lowest in particular items. The buyer also reserves the right to do Appointment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- (g) Any other criteria as applicable to suit a particular case.
- (h) L-1 will be decided on unit price.

2. <u>Instructions for Filling up Price - Bid.</u>

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

the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected.

(f) Indian Coast Guard / MoD does not bind himself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept or reject any, or all the tenders , either in whole or in part without assigning any reasons for doing so. Credibility, good services and vehicles in good operational conditions etc. will also be considered for award of contract.

(C Sunil)

Deputy Commandant Logistics Officer

for Commanding Officer

COMMERCIAL BID FORMAT

<u>Sl.</u>	Name of Vehicle	<u>Description</u>	Qty Required	Rate per day	<u>Total amount</u>
(a)	(b)	(c)	(d)	(e)	(d x e)
(a)	Staff Car	Tata Indigo or equivalent	Any 26 days/ Month @120Kms/12 Hrs		
(b)	Staff Car	Tata Indigo or equivalent	Any 04 days/ month @ 120 Kms / 12 Hrs		
(c)	Utility Vehicle	Tata Sumo or equivalent	30/31 days/ month @ 120 Kms / 12 Hrs		
(d)	Water Tanker	Water Tanker capacity of 14 Tons with potable Water (upto two trips per day)			
(e)	Truck	6 Tonner Truck	01 Trip / month @850 Kms/ 36 Hrs		
(f)	Mini Bus	Mini Bus 25 Seater	(i) 04 Trips / Year @ 600 Kms/ 24 Hrs		
			(ii) 02 days /Year @120 Kms/12 Hrs		
(g)	Bus	52 Seater Bus	Any 04 days/Year @100 Kms/12 Hrs		
				Grand Total	

Note: Vehicles at SI (f) & (g) are of yearly requirements. Hence same be converted for monthly basis.

TECHNICAL BID FORMAT

<u></u>				
<u>Sl</u>	Description	Compliance	Enclosed documents	In case of non compliance deviation from RFP to be specified in unambiguous terms
(a)	Registration details of your firm also with address of Regd Office and contact details (attach documents)	Yes / No		
(b)	Indicate acceptance of entire scope of work/ services as per RFP	Yes / No.		
(c)	Indicate EMD has been attached.	Yes / No.		
(d)	Indicate copy of PAN Card attached	Yes / No.		
(e)	Indicate Income Tax Return of Last Financial Year attached	Yes / No.		
(f)	Indicate Service Tax Registration certificate attached	Yes / No.		
(g)	List of Government organisations / organisations where you are providing services for the last two years (attach documents)	Yes / No.		
(h)	Details of vehicles owned along with copy of permit for commercial use owned by your firm indicating validity of commercial permit (attach documents)	Yes / No.		
(j)	Copy of the RC / TC Book of the vehicles attached.	Yes / No.		
(k)	Copy of the valid comprehensive insurance policy of the vehicles attached.	Yes / No.		
(1)	List of drivers with their valid driving License No.attached	Yes / No.		
(m)	Details of partnership deed / proprietor if any (Attach documents if yes)	Yes / No.		
(n)	Indicate acceptance of Standard Conditions of RFP	Yes / No.		
(p)	Indicate acceptance of Special conditions of RFP	Yes / No.		
(q)	Indicate acceptance of payment terms as indicated in para 5 & 8 (c) (vi) of Part- IV of RFP	Yes / No.		

Signature

Firm Name	:	

Date :_____

Seal :