

Tele: 04896-263491

MUKHYALAYA
TATRAKSHAK ZILA No.12
Headquarters
Coast Guard Dist No.12
Kavaratti Island
UT of Lakshadweep

CGS (KAV)/MT/436/ARC/18-19

04 Apr 18

M/s _____

INVITATION OF QUOTATIONS FOR ANNUAL RATE CONTRACT (ARC)
FOR HIRING OF MOTOR VEHICLES FOR INDIAN COAST GUARD
DISTRICT HEADQUARTERS NO.12

RFP REFERENCE NO: CGS (KAV) /MT/436/ ARC/TE/01/2018-19
DATED 02 APR 18

1. Bids in sealed covers are invited for concluding Annual Rate Contract for Hiring of Motor Vehicles for the Offices of Indian Coast at Kavaratti on regular/ as and when required basis, **for a period of one year**. Details/types of Motor vehicle services are **listed in Part II of this RFP**. The Bids are to be submitted in envelopes with **reference of RFP** number and date.

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.12 Kavaratti Island UT of Lakshadweep
Postal address for sending the Bids :	The Commander Headquarters Coast Guard Dist No.12 Kavaratti Island UT of Lakshadweep
Name/designation of the contract person:	Aneesh RJ Asst Commandant Dist Motor Transport Officer
Telephone no. of the contract person:	04896-263478
E-mail Ids of contract person:	dhq12@indiancoastguard.nic.in
Fax Number:	04896-263497

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 motor vehicles 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 tenderer shall clearly mention following in their offer letter:-

'WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO. CGS(KAV)/MT/436/ARC/TE/01/2018-19 DATE 02 APR 2018

Yours faithfully,

(Aneesh RJ)
Asst Commandant
Dist Motor Transport Officer
for Commander
Coast Guard Dist No. 12

Encl: RFP No. CGS (KAV) /MT/436/ ARC/TE/01/2018-19 dated 02 Apr 18

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids:** **15 May 2018 by 1130 Hrs.**
The sealed quotations (**Commercial-Bid**) in sealed covers should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed quotations (Commercial bid) **super-scribed Commercial bid on** envelope marked as "THE COMMANDER, INDIAN COAST GUARD DISTRICT HEADQUARTER NO. 12 KAVARATTI" QUOTES FOR MOTOR VEHICLES (in Capital letter) should **dropped in the 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.
3. **Time and date for Opening of Bids:** The Bids will be opened on **15 May2018 at 1400 hrs.** (If due to any exigency, the due date for opening of the 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 Old OTM Complex, Indian Coast Guard District Headquarter No. 12, Kavaratti Island, UT of Lakshadweep. Only those quotations that are found in the 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-12, Kavaratti. 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 not be allowed to participate in bidding. Rates and important commercial clauses quoted by all Bidders will be read out in the presence of your representative.
6. **Two-bid system:** No, Single bid (Commercial Bid) only
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, GST 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.

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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.

13. **Earnest Money Deposit:** **Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 50,000.00 (Rupees Fifty Thousand only) in form of demand draft/fixed deposit receipt/ Bankers Cheque along with their bids.** The EMD (demand draft, fixed deposit receipt, bankers cheque) should be account payee and issued by any of the public sector banks or a private sector bank authorized to conduct government business in favour of **"The Commander, Coast Guard District Headquarters No.12" payable at Kavaratt** as per **Form DPM-13** (Available in MoD website and can be provided on request). **The cheques will not be accepted as EMD.** 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 40TH day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with 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.**

14. **Pre Bid conference:** **A Pre Bid Conference will be held at CGDHQ-12 after issue of RFP on 10 May 2018 at 1100 hrs.**

Part II – Essential Details of Items / Services required

01. **Schedule of Requirements:** Details / types of Motor Vehicle and services required for operating in and around Kavaratti by various Units 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**

SI	Category of vehicles	Qty in Nos.	Remarks
(aa)	Staff car (Category-I): Indica/Vista/Ford/Figo or equivalent	01	2200 Kms per month / 10 hrs per day thereafter every extra km beyond 2200 kms or extra hour beyond 10 hrs per day on rate basis for extra Km/ hrs.
(ab)	Staff car (category-II): Swift Dzire/Etios/Amaze/Indigo or equivalent	01	
(ac)	School Bus (category –V) Tempo traveler/ Mini Bus	01	

(ii) **As on when required**

SI	Category of vehicles	Qty in Nos.	Remarks
(aa)	Staff car (Category-II): Swift Dzire/Etios/Amaze/ Indigo or equivalent	75 days	10 hours and 100 km per day
(ab)	Category-III (MUV): Innova/Tata Sumo or equivalent	100 days	10 hours and 100 km per day
(ac)	Category-IV : Three Tonner Truck or equivalent	200 days	10 hours and 100 km per day
(ad)	Category-V School Bus (category –V) Tempo traveler/ Mini Bus	50 days	10 hours and 100 km per day

Note: Rates are to be quoted for monthly basis/casual basis hiring required occasionally as per format given in **Appendix -B**.

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

- (a) Details of the vehicle alongwith copy of permit for commercial use owned by the firm/ proprietor are to be provided with the bid. (Vehicles should be registered in the name of the transport firm/ partner).
- (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 driving license numbers are to be enclosed.
- (e) Declaration from the bidder on their letter head stating that the drivers are of goods characters, have valid driving license, awareness of roads, traffic rules and are competent to drive. 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.
- (f) **The bidder must provide at least one client certificate of satisfactory performance from the parties to whom they have provided "cars on hire" during the last two financial years i.e. 2016-17 and 2017-18.**
- (g) Bidders shall produce along with tender, partnership deed, if any.
- (h) Following details about the transport company/firm are to be furnished:
- (i) Company name and Owners name
 - (ii) Pan no.
 - (iii) GST 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).
 - (viii) Employee PF/ESI registration no.
 - (ix) Details of vehicles holding ownership
 - (x) Any other details
- (j) **The contractor shall mandatorily have at least 50% of category wise requirement of vehicles registered in his/her/company name. Valid proof for the attachment of balance quantity of vehicle is to be provided.**
- (k) **Only those transport firms who are fulfilling the above mentioned conditions and specifications would be considered.**

03. The bidder can offer any one type of vehicle or in combination in a particular category specified above, but at same rate for each vehicle in a particular category.

04. The contractor will provide required number of vehicles which have current valid permit form 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.12, Kavaratti 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.12.** Vehicles with relevant emission norms only will only be accepted. Vehicles should be not older than 03 years.

05. **Appearance / Condition of vehicles:** The contractor will provide all the vehicles in perfect running condition. Upholstery, décor, matting, paint, lights and all other accessories of the vehicles provided are to be in excellent condition at all times. The decision of The Commander, Indian Coast Guard Dist Headquarters No.12 , Kavaratti 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) All vehicles are to be white colour.
- (b) New vehicles/good condition vehicles to be provided with registration of 2013 (03 years) or later with less than 70,000 km running. Vehicles should not be older than 03 years from the date of initial registration.
- (c) All vehicle seat covers should be covered with white Turkish cloth covers and should be changed when found dirty.
- (d) The contractor has to provide stainless steel star boxes/star plate frames and flag post in all the hired cars. Star plates will be provided by MT Section DHQ-12.
- (e) 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, Taxi Insurance, Pollution Check and fitness Certificate at the owners' cost.
- (f) All vehicles should have First Aid Box and fire extinguisher.
- (g) All Vehicles must be meeting relevant emission norms.
- (h) In case of rejection of vehicles due to dull appearance/condition of the vehicles, 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).

06. **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 white uniform 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 must be in a neat and clean uniform preferably in white shirt/ black pant with black shoes and properly shaved.

- (b) All drivers should have commercial driving license and with experience of minimum of five years.
- (c) All drivers should be in possession of mobile phone while on Coast Guard Duty and adhere to the security norms while in Coast Guard premises. Also the drivers should be in possession of latest road map of Kavaratti and nearby areas.
- (d) 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.
- (e) It is desirable that the drivers have knowledge of Hindi/English.
- (f) The driver is required to be well versed with routes in and around Kavaratti.
- (g) 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.
- (h) The drivers employed by the second party will not be having any right of access at his own, to any of the Indian Coast Guard or other military installations, defence areas or any other central/ govt. Premises/offices where general access to outsiders are prohibited. Driver's attempt to access into any authorized place/ rooms of above office will be deemed as security breach and will empower any such offices to take suitable panel action against the defaulting driver.
- (j) 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.
- (k) Any item (Personal/ Govt. property) found by drivers in the vehicle, after used by ICG personnel to be reported/ handed over by the drivers to guard room/security staff of this headquarters/ concerned ICG units at first available opportunity.
- (m) First party will not be responsible for any misconduct or disobedience by the drivers to any law enforcing agencies.
- (n) The drivers will be allowed half an hour lunch break. However this will not be considered if vehicles are hired for six hours or less time. Reporting time/place for respective vehicles will be intimated by operating units/nominated reps of the Indian Coast Guard and it will be duty of firm to ensure availability of vehicle at desired place/time.

(p) The second party will be responsible for the personal/administrative needs of the drivers like, rests, payments, refreshment, 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.

(q) Driver should be medically fit for driving duty. They should not have illness, infectious disease reporting for duty.

(r) 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-D**.

07. **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).

08. **Eligibility of Bidders:** In order to establish the eligibility, the bidders will have to furnish the following documentary evidence:-

(a) **The bidder shall have minimum number of 2 commercial cars of model Bharat Stage IV emission standards in their name or in the name of the firm.** The bidders shall have to furnish attested or notarized legible copies of the Registration certificates with the bids for cars owned by the firm. **He should also have furnished a document showing his capability to provide balance vehicles above 5 through outsourcing as per rates given in contract agreement.**

(b) The firm shall have a minimum annual turnover of Rs. 10 Lakhs in the last three years viz 2015-16 to 2017-18. Copies of audited Balance sheet for the last FY should be attached with the technical bids.

(c) **The firm should have Minimum experience of supplying 02 cars per day for 01 year to any Government organization/ PSU in the last three years. Copy of job order along with satisfactory completion report from the concerned organization should be attached with the technical bids.**

(d) The firm should have valid PAN Card in its name or in the name of the proprietor, in case of a proprietary firm. A copy of PAN Card along with the copy of last ITR filed should be attached.

(e) The firm should have valid GST Registration and Copies of registration certificate(s).

09. The firm has to bear the charges for making of port entry passes/ parking and tolls wherever applicable and same should be taken into consideration for quotation/bid.

10. **Scope of Rate Contract:** The proposed Rate Contract will be an agreement between the purchaser and lowest bidder(s) (supplier) to supply the hired vehicles included in this tender at specified prices, terms & conditions during the period of the contract. RC will be in the nature of a standing offer and neither any quantity nor any anticipated drawls are guaranteed. As the RC 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.**

11. **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 cars on as required basis.

(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.**

12. **Consignee details/ Reporting of vehicles:** The required vehicles will report to Indian Coast Guard District Headquarter No. 12, Kavaratti or designated place as directed on date / time notified to the contractor by MTO/MT Section. All vehicles must have sufficient fuel while reporting on duty for full day. Transport starting kms shall login from required reporting location within Kavaratti limit.

13. **Period of Contract:** The period of contract is one year 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.

01. **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.

02. **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.

03. **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 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).

04. **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 disfavoured 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 Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 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

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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.

05. **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 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.

06. **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.

07. **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.

08. **Penalties:**

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

SI	Nature of Errors	Minimum Penalty
(i)	Vehicle not provided in time	Rs. 200/- (Rupees two hundred only) per delayed hour.
(ii)	Faulty functioning of vehicle or fail to provide good quality of vehicle	Rs. 500/- (Rupees five hundred only) per hour.
(iii)	Non supply of vehicle	Rs.2000/- (Rupees two thousand only) per vehicle/ day.
(iv)	For not providing substitute vehicle	Rs. 2000/- (Rupees two thousand only) per vehicle/ day.
(v)	Driver indiscipline/ misbehaviour intoxication	Removal of the driver from service to the ICG under this contract and substitute vehicle service to be provided without any delay. failure to provide substitute service shall invoke risk penalty as sl (d)
(vi)	Failure to submit bill within 15 days of due	Rs.100 (Rupees One thousand only) per day per vehicle

(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 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 contract at the time of completion/termination of the contract.

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

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

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

12. **Patents and other Industrial Property Rights:** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. the seller shall indemnify the buyer against all claims form a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the right mentioned above.

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

14. **Taxes and Duties:**

(a) If bidder desires to ask for GST 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 GST, the rate and the nature of Tax application 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/ services 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 included 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 Bidders 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. In respect of the Bidders, who fail to comply with this requirement, their quoted prices 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.

(f) Any charge 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, concession etc. if any obtained by the Seller.

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(g) No service tax shall be paid by Coast Guard and the prices 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.

01. **Performance Bank Guarantee:** The Bidder will be required to furnish a Performance Bank Guarantee by way of Bank Guarantee through a public bank/ SBI bank/ Syndicate bank/UCO Bank drawn from Kavaratti based branch authorised to conduct government business for a sum equal to 10% of the estimated annual contract value within 30 days of signing of this contract. 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 allows PBG to go below 50%, the contract shall be terminated without notice.

02. **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.

03. **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.

04. **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.

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

06. **Paying Authority:**

(a) The Accounts Officer of the Dy Controller of Defence Accounts (N) Tevara, Kochi 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) Bills in duplicate
- ii) Trip sheets in duplicate duly signed by user.
- iii) Summery of Daily running details (vehicle No, KM Readings, Extra KM , Extra Hrs Run etc.

07. **Payment of Bills:** Monthly bills for bonafide use of vehicles are to be submitted by the contractor latest by the 3rd day of the every month to MT Section. Calculation of Kilometers run will be logged by MT Section, ICGS Kavaratti. 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 Deputy Controller of Defence Accounts (N) Kochi, subject to timely submission of bills by the contractor.

08. **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

(c) 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.

09. **Risk & Expense clause.** In the event of the failure of the contractor to provide the services as requisitioned under the contract, MTO/MT Section/user shall hire similar type of vehicles at his discretion from other sources at the risk and expenses of the contractor on the incurred cost. 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.

10. **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 Kavaratti or the Government of India shall have no liability, whatsoever, in this regard.

(b) The Commander, Coast Guard Dist No 12 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. 12 to handle the situation arising out of conduct of personnel deployed by the service provider will be made good from performance bank guarantee/bills.

11. **Compliance of Labour Laws.** The contractor shall fulfil all obligations under various labour laws in force regarding deployment of contract workers in respect of the services provided under this contract.

12. **Safety Guidelines.**

(a) Every vehicle shall carry a current valid permit form concerned competent authority and it shall be in possession of the driver.

(b) The vehicle used for the purpose shall not be driven by a driver who:-

(i) Has been challaned **more than twice in a calendar year** on Account of violation of stop line, or violating the restriction in respect of overtaking, or jumping red(stop) lights or violating parking regulations or allowing unauthorized person to drive.

(ii) Has been challaned or charged with the offence of over speeding, drunken driving or driving dangerously or for the offences under sections 279 (rash driving or riding on a public way); 337(causing hurt by act endangering life or personal safety of others); 338(causing grievous hurt by act of endangering life or personal safety of others); or 304(culpable homicide not amounting to murder) of the Indian Penal Code 1860 (45 of 1860).

(iii) has less than five years experience of driving cars.

13. **Trip sheets.** Contractor is to ensure that trip sheets are signed by user on the same day and submitted to MTO/MT section alongwith the bills for comparison with sanction. Additional Km runs if any to be duly endorsed by user where applicable. A sample trip sheet is placed at **Appendix – 'C'**.

Part – V Evaluation Criteria & Price Bid issues

01 **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.

(b) This bidder should have mandatory certification/registration No GST registration.

(c) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Appendix-'A'**, to this tender enquiry/ RFP. The price-bids for 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. The consideration of taxes and duties in evaluation process will be as follows:

"All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids. Bidders are required to quote rates indicating various taxes separately as given in the price bid format at **Appendix-'A'**. The quoted rates, once accepted, shall remain valid till completion of Rate Contract".

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

02. **Determination of Lowest Bidder(s)**: 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 2200 kms per month / 10 hrs per day. Rate for extra per kms and for extra hrs will not be considered as criteria for L1.

03. 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.

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

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

(a) The tender 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.

(d) 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 & 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.

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

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 MOTOR VEHICLE

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

Rates for regular Hiring / Daily Basis Hiring		
Sl	Description	Rate in Rs.
		(Unit Rate only) Rate
1.	Staff Car (Category-I): Indica/Vista/Ford Figo or equivalent regular basis	
(a)	2200 Kms per month 10 hrs per day thereafter every extra km beyond 2200 kms or extra hour charges. (A)	
(b)	Extra per Km beyond 100 Km (B)	
(c)	Extra per hour beyond 10 Hrs (C)	
2.	Staff car (Category-II): Swift Dzire/Etios/Amaze/Indigo or equivalent regular/ as and weh required basis	
(a)	2200 kms per month 10 hrs per day thereafter every extra km beyond 2200 kms or extra hour charges. (A)	
(b)	Extra per Km beyond 100 Km (B)	
(c)	Extra per hour beyond 10 Hrs (C)	
3.	(Category-IV MUV): Innova or equivalent (As & When Required)	
(a)	Daily basis/Casual hiring rates for 100 kms /10 hrs per day thereafter every extra km beyond 100 kms/10 hrs or extra hour charges. (A)	
(b)	Extra per Km beyond 100 Km (B)	
(c)	Extra per Hour beyond 10 Hrs (C)	
4.	Category-V Truck Three Tonner or equivalent (As & When required)	
(a)	Daily basis/Casual hiring rates for 100 kms /10 hrs per day thereafter every extra km beyond 100 kms/10 hrs or extra hour charges (A)	
(b)	Extra per Km beyond 100 Km (B)	
(c)	Extra per Hour beyond 10 Hrs (C)	
5.	School Bus Tempo traveller or equivalent (Category-V) Regular basis and As & When Required	
(a)	Daily basis/Casual hiring rates for 100 kms /10 hrs per day thereafter every extra km beyond 100 kms/10 hrs or extra hour charges (A)	
(b)	Extra per Km beyond 100 Km (B)	
(c)	Extra per Hour beyond 10 Hrs (C)	

Note: For ranking of commercial offers and working out of the lowest bidder, the weightage to be given for rates quoted for 2200 kms per month / 10 hrs per day. extra per kms and for extra hrs rates will not be considered for L1 and will fixed at the lowest quote received.

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 of the firm

SPECIMEN COPY OF TRIP SHEET

TRIP SHEET

No. A **1065** **NAME OF THE FIRM**

VEHICLE TYPE _____ VEH. No. _____ Date _____

For **Appendix-C**
Contact Nos.

JOURNEY		TIME		KILOMETER READING		Distance in Kms	Nature of Duty	Name & Rank in block letters & Signature of user
From	To	Arrival	Left	ARRIVAL	LEAVING			

Particulars of Duty & Next Day Programme, if any:

TOTAL TIME : _____ TOTAL KMS. : _____

Certified that the duties stated above have been satisfactory carried out
Driver Name :

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.12, Kavaratti.
- (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.12, Kavaratti 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 Kavaratti.

(n) Driver shall be required to go various places in Kavaratti Island and they should be well conversant with the routes and roads of Kavaratti.

(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.12 or any other nominated by him shall be final.

(u) Vehicles be approved by RTO to run in municipal area of Kavaratti and suburbs. The vehicles should be insured for 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 driving 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.12 or the GoI shall have no liability.

(z) The Commander Coast Guard Dist No.12 Kavaratti 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.12 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 condition of the vehicle is not found to be satisfactory, it shall be returned for immediate replacement. No payments will be made for cars found in bad state/condition.

