

DSCC/52557/LP/Lgs

May2016

To

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REQUEST FOR PROPOSAL
RFP No DSCC/OTE /2016 DATED JUN2016

INVITATION OF BIDS FOR SUPPLY OF CIVIL HIRED TPT 02 MUVs ON 120KM / 24 HRS, 01 MUVs ON 100KM / 24 HRS, 01 MUV ON 100 KM / 10 HRS FOR FIVE DAYS IN A WEEK, 02 LIGHT VEHICLES ON 80 KM / 10 HRS FOR FIVE DAYS IN A WEEK, 02LIGHT VEHICLESON 80 KM / 10 HRS THRICE IN A WEEK ON REQUIRMENT BASIS, 01 MOTOR CYCLE WITH FUEL ON 24 HRS BASIS AND 01 WATER BOWZER 10 KL FOR 60 DAYS ON REQUIREMENT BASIS TO DSCC, BHOPAL

Dear Sir,

1. Bids in sealed cover are invited for hiring of Civil Hire Transport {02 MUVs (Non Ac) on 120 Kms/24Hrs, 01 MUV (Non AC) on 100 Kms/24Hrs, 01 MUV 100 Km/10 Hrs for all working days (05 days in a week), 02 Light Vehicles (Non AC) 80 Km/10 Hrsfor five days in a week, 02Light Vehicles (Non AC)80 Km/10Hrs thrice in a week (on requirement basis), 01 Motor Cycle on 24x7Hrs basis with fuel without riderand 10 KL water bowzer for 60 days on requirement basis}as per details given in Part III of thisRFP. **Please super scribe the above mentioned Title, RFP number and dateof opening of the Bids on the sealed cover to avoid the Bid being declaredinvalid.**

2. The address and contact numbers for sending Bids or seeking clarificationsregarding this RFP are given below :-

(a) Bids/queries to be addressed to:**Commandant DSCC, Bhopal**

(b) Postal address for sending the Bids:

**Commandant DSCC
N Sector, Near ISRO, Ayodhya Nagar
Bhopal (MP) – 462041**

(c) Name/designation of the contact personnel:

**Lt Col UK Singh, JD (MT)
GpCapt N Biswas, JD (Lgs)**

(d) Telephone numbers of the contact personnel:

0755-2689639,JD (Lgs), 0755-2689636, JD (MT)

(e) Fax number:

0755-2689030

3. This RFP is divided into five parts as together :

- (a) General Information
- (b) Essential details of Items/Services required
- (c) Standard conditions of RFP
- (d) Special conditions of RFP
- (e) Evaluation criteria and price bid issues

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.

PART I – GENERAL INFORMATION

5. Last date and time for depositing the Bids:

13 Jul 2016

(Date to be mentioned in terms of DD MM YEAR)

The sealed Bid (Both Technical and Commercial, in case two Bids are called for) should be deposited/reach before due date and time. The responsibility to ensure this lies with the Bidder.

5A. A prebid meeting will be organised on **07 Jul 2016** Date to be mentioned in terms of DD MM YY) with all the vendors who are interested for tender.

6. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box placed at Main gate of DSCC, N Sector, Near ISRO, Ayodhya Nagar Bhopal (MP) – 462041 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 Bid documents. Bids sent by FAX or e-mail will not be considered.

7. Time and date for opening of Technical Bids

15 Jul 2016

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

8. Location of the Tender Box:

Main Gate of DSCC, N Sector, Near ISRO, Ayodhya Nagar Bhopal (MP) – 462041

Only those Bids that are found in the tender box will be opened.

9. Place of opening of the Bids: Reception Area of DSCC

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

10. Two-Bid system: Two separate sealed quotations duly marked as 'Technical Bid' and 'Commercial Bid' are to be submitted. The technical bid should cover all technical aspects only. All details of financial nature including the total cost is to be mentioned in commercial bid. Detailed breakdown of cost must be given in the commercial bid. Only the Technical Bid would be opened at 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 complete/suitable after Technical evaluation is done by the Buyer.

11. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. Copies of IT return duly acknowledged for last two FY's also to be forwarded along with bids

12. Clarification regarding contents of the RFP: All clarifications are to be resolved in the Pre-Bid Conference, held at Reception Area of DSCC prior submission of bids, in the date mentioned at para 5-A.

13. 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 assigned confirmation copy to be sent by post and such signed confirmations should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

14. 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.

15. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

16. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

17. Validity of Bids: The Bids should remain valid for **120 days** from the date of submission of the Bids. (Date: **20 Oct 2016**)

18. Two sealed quotations duly marked as "Technical Bid and Commercial Bid" for Provision of Civil Hired Transport at DSCC, Bhopal' is to be submitted. All details of technical nature are to be mentioned in technical bid. Detailed breakdown of cost must be given in the commercial bid.

19. Both the bids (Technical Bid and Commercial Bid) should be sealed in duly marked and placed in separate envelope. Both envelopes should be sealed in one covering envelope duly marked as under:

TECHNICAL/COMMERCIAL BID FOR HIRING OF CHT AT DSCC, BHOPAL

TO BE PUT IN THE TENDER BOX

DUE DATE OF OPENING –15 Jul 2016

SUB: REFERENCE OF QUERY LETTER

FROM: SEAL OF FIRM WITH COMPLETE ADDRESS

20. Earnest Money Deposit (EMD)/Bid Security. Bidders are required to submit Earnest Money Deposit (EMD) in a separate envelope of **Rs 1, 00,000 /- (One Lakh)** along with their bid, in favour of Commandant, DSCC along with technical Bid. The EMD may be submitted in the form of Fixed Deposit Receipt or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department Ministries of Government of India for the same item/ range of Products, goods or services for which the tenders have been issued. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

- 21. (a) Documents for technical evaluation** – The following documents will be provided for technical evaluation by bidder along with Technical Bid :-
- (i) The Bidder shall have Four LMV and FourMUV each of model not older than year 2012 in their own name or in the name of the firm.
 - (ii) The bidder should produce the registration certificate showing that vehicles which are on the name of the individual or firm are registered as commercial vehicle i.e. being used as taxi.
(Copy of Vehicle Insurance Certificate to be attached)
 - (iii) The Bidder should have turnover of Rs 50 Lakhs and above during the last two Financial Years ending 31 Mar 2016. (Necessary document may be enclosed)
 - (iv) Bidder should have at least two years of experience and proof to deal with Govt. /Defence organisations/PSU.
 - (v) The Bidder should provide latest Income tax return of last two financial years.
 - (vi) Technical Bids received without EMD will be disqualified.
 - (vii) The Bidder should provide the registration certificate of the firm.
 - (viii) The firm should have address proof with telephone No.
 - (ix) The firm should have TIN/PAN No.
 - (x) The name of the Bankers to the Firm/vendor also to be obtained where current account is operated.
 - (xi) Photo copy of service tax registration number should be attached.
 - (xii) The firm should provide proof of ESIC and EPF registration for subscription of employees and Firm should also submit the proof of depositing ESIC & EPF of the employee for last one year.
 - (xiii) The Service Provider should have security clearance/ verification by the police and the transport company should be registered and cleared with the Road Transport Office, Bhopal/any other places. There must be no legal case pending against the firm, its employees and vehicles supplied for hire to DSCC.
 - (xiv) EMD for Rs 1, 00, 000/- valid up to.....
 - (xv) The firm should provide an affidavit that it has never been banned in conducting business with Govt organization.

(b) **Schedule of Requirements–**

SI No	No & Type Of Vehicle	On The Basis Of
01	02x MUVs (Diesel Vehicle)	120 Km/ 24 Hrs
02	01x MUVs (Diesel Vehicle)	100 Km/ 24 Hrs
03	01x MUV (Diesel Vehicle)	100 Km/ 10 Hrs
04	02xLightVeh(Diesel Vehicle)	80 Km/ 10 Hrs For Five days in a week
05	02xLightVeh(Diesel Vehicle)	80 Km/ 10 Hrs Thrice in a week on (requirement Basis)
06	01xMotorcycle (Petrol Vehicle)	With fuel on 24x07 basis
07	10KL Water Bowzer	60 Trips during the delivery period

22. **Technical Details:**(a) **The Specifications are as under:-**

(i) **MUVs (Non Ac)120 Kms/24 Hrs (Diesel Vehicle)-** Tavera, Xylo, ICML Extreme, Tata Mover or equivalent size (09 seater).

(ii)**MUV (Non Ac) 100 Kms/24 Hrs (Diesel Vehicle)-** Tavera, Xylo, ICML Extreme, Tata Mover or equivalent size (09 seater).

(iii) **MUV (Non Ac) 100 Kms/10 HrsKm(Diesel Vehicle)-** Tavera, Xylo, ICML Extreme, Tata Mover or equivalent size (09 seater).

(iv) **Light Vehicle (Non Ac) 80 Kms/10 Hrs(Diesel Vehicle) -** Indigo/Swift Dzire or equivalent size.

(v) **Light Vehicle(Non Ac)80 Kms/10 Hrsfor- Diesel Vehicle (on requirement basis) -** Indigo/SwiftDzireor equivalent size.

(vi) **Motor Cycleon 24x7 basis with Fuel (Petrol)–**Hero HondaSplendor Self Start or equivalent size.

(vii) **Water bowzer 10 KL, with water**

(b) **Following details with parameters are as under:-**

(i) Vintage vehicle of the vehicle should be 2012 and beyond.

(ii) Registration of minimum FOURMUV and FOURLMV should be in the name of firm.Documents to this effect must be enclosed.The firm must be in position to supply the demanded vehicles at a short notice of 1 hour.

(iii) Driver of the vehicle should have proper bearing & turn-out along with a valid driving license.

- (iv) There will be **02 reporting points** i.e. DSCC Rear at 3 EME Centre and DSCC site at Ayodhya Nagar. In addition to two reporting points there might be any other specified point for reporting the vehicle on emergent requirement decided by JD (MT). The distance will be calculated from the reporting point and not from their starting point from the vendor's place.
- (v) **Proper Police verification** of the Driver should have been done by the Civil Police.
- (vi) The firm should have adequate experience of providing services to the Government/Defence Department/public sectors supporting documents may be placed in case file.
- (vii) The vehicle must have sufficient fuel while on duty for the whole day or hrs specified in the contract of those vehicles.
- (viii) The vehicle should be in proper condition and acceptance of the vehicle solely depends on the discretion of the inspecting officer/OIC MT.
- (ix) That the speedometer of the vehicle should be sealed by the Service Provider to avoid, tampering etc. and should be always serviceable. Daily utilisation mileage/duration will be taken **from DSCC, Bairagarh/ DSCC, Ayodhya Nagar/any other specified point for reporting the vehicle on emergent requirement and back.**
- (x) The water tank of the water bowser should be clean, hygienic and should have anti rust paint. The same should be capable to transport potable water.
- (xi) All additions and alterations made while filling the tender must be attested by signatures of the bidder. Overwriting of figures is not permitted. Failure to comply with either or both these conditions shall render the tender void.
- (xii) The tender form must be filled in English and all entries must be made by hand & written in ink. All numericals be written in words and figures. If any of document is missing or unsigned, the tender will be liable to be rejected.
- (xiii) The tender submitted on behalf of a 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.
- (xiv) The rates quoted in the tender shall be all encompassing i.e include all charges on account of expenditure on taxes, insurance, fuel and all types of remuneration to driver's conductors. Rates thus, would be exclusively for the kilometres covered by the vehicle and nothing else.
- (xv) Change of Vehicles – The vehicle detailed on permanent basis will not be changed without any unavoidable circumstances or without permission from the Unit.

(c) **Requirement of pre-site/equipment inspection.** The vehicle being hired will be produced on the date and time as decided by the TPC for vehicle's fitness test.

(d) **Any other details, as considered necessary.**

(i) The vehs will report to DSCC rear at 3 EME Centre and DSCC site at Ayodhya Nagar on required basis or nominated place of duty, on date/time notified to the Service Provider by the first party. The vehicles must possess sufficient fuel while on duty for full day or for hrs as specified for that particular veh in the contract.

(ii) That in the event of any mechanical failure/breakdown occurring to the vehicle after its reporting on duty, the Service Provider shall immediately but not later than one hour arrange the replacement thereof at DSCC/ place of breakdown. In case the replacement is delayed beyond one hour, the Service Provider shall be treated as having failed to provide and shall be liable for Liquidated Damage liability as stipulated in para 32&33 of part-III of RFP. No amount will be paid for diesel, petrol, tyre punctures, any repairs what so ever etc by the officers/JCOs & ORs on board.

(iii) The Service Provider will provide 02 MUVs(Non Ac) for 120 km/24 Hrs basis, 01 MUV (Non Ac) for 100 km/24, 01 MUV (Non Ac) 100 Kms/10 Hrs for five days a week, 02 Light Vehicles (Non Ac) for 80 km/10 Hrs for five days a week, 02 light Vehicles(Non Ac) 80 km/10 Hr thrice a week as per requirement, 01 Motor Cycle with Fuel and without rider on 24x7 basis in perfect running condition and 10 KL water bowzer(with water) for 60 days as per requirement. The water tank should be clean, hygienic, without rust and duly painted. The same should be capable to transport potable water. In case the vehicle is not meeting the above standards, it will be liable to be rejected by the user and the Service Provider shall provide suitable replacement **within one hour** of receipt of information. In case of failure to provide the replacement, Service Provider shall bear entire expenditure incurred by the first party to hire a similar vehicle for the mentioned purpose.

(iv) That the Driver of the vehicle should be medically fit, well turned out in standard clothing and should maintain good hygienic condition. He should be well behaved and having thorough knowledge of Bhopal roads & places and in possession of valid driving license & Photo Identity Card of the firm. He will not consume drugs/Tobacco/liquor while on duty. He shall not use mobile phone while driving the vehicle.

(v) That the first party will not be liable for any prosecution in the event of any accident or challan/injuries. The Service Provider will bear all costs and consequences of prosecution of any type resulting from the violation of the rules/law of MT vehicles Act in force. The Service Provider will bear the responsibility for any legal or financial implications due to accident/incident to the vehicle, driver and passenger or third party and that DSCC or Govt. of India shall bear no liability whatsoever in the regard. Service Provider shall carry out all insurances as applicable by Govt. rules.

(vi) The Service Provider should have security clearance/ verification by the police and the transport company should be registered and cleared with the Road Transport Office, Bhopal/any other places. There must be no legal case pending against the firm, its employees and vehicles supplied for hire to DSCC.

(vii) The contractor should be responsible that the pay and allowances including special allowances, ESIC, PF, uniform allowances of the drivers employed by the contractor to execute the duties should not be less than the prescribed rates as per the MP Govt. The contractor will also ensure compliance of various labour laws in force regarding deployment of contract workers in respect of services provided under this contract.

(viii) The hiring will be on credit basis and the payment of the bills will be made on a monthly basis on contingent bill raised by DSCC and paid by CDA(IDS) New Delhi. The Service Provider is to ensure that the hiring bills are submitted to DSCC by 3rd working day of the following month along with documentary proof of payment of statutory taxes and other levies. In case the Service Provider fails to submit the bills by the stipulated date, the first party will not be held responsible for delay in their payment.

(ix) That the payment will be made only after the bills are cleared by the Controller of Defence Accounts, CDA(IDS), New Delhi which may take upto one month of processing time, subject to timely submission of bills by the Service Provider.

(x) The contractor shall full fill all obligations under various labour laws in force regarding deployment of contract drivers in respect of the services provided under the contract.

(xi) The vehicle should have comprehensive insurance including third party cover.

(xii) The contractor must provide PUC for all vehicles.

23. Delivery Period- Delivery period for supply of CHTs will commence as per terms and conditions of contract which would be for 01 year from **the date of signing of contract agreement**. Please note that Contract can be cancelled unilaterally by the Buyer in case supply of CHTs is not supplied within the contracted delivery period. Extension of contracted supplied period will be at the sole discretion of the Buyer, with applicability of LD clause.

(UK Singh)
Lt Col
JD (MT)

PART III – STANDARD CONDITIONS OF RFP

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

25. **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.

26. **Effective Date of the Contract:** The contract shall come into effect for one year on the date of signatures of both the parties on the contract 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.

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

28. **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 for bearing to do or for having done or for borne 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 for bearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 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 a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amount paid by the Buyer.

29. 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 anyway 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.

30. 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.

31. 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.

32. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply of the services or vehicles etc as specified in Para 21(b) & 22 of Part II of RFP in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services mentioned above being not higher than 10% of the value of delayed services.

33. In addition to Para 32 above, in case the service provider fails to provide one or more of the following services, the Buyer may deduct from the seller liquidated damages to the sum of upto 10% of the monthly contract value:-

- (a) **Police verification** of all personnel employed on DSCC duties.
- (b) Registration of all vehicles supplied to DSCC as '**Commercial vehicles**'.
- (c) Wearing of **uniform** by all personnel employed on DSCC duties.
- (d) Personnel employed on DSCC duties not to consume **tobacco, alcohol** and such related **drugs** while on duty.
- (e) Personnel employed on DSCC duties not to use/attend **mobile phones while driving vehicles**.
- (f) Veh provided for DSCC duty should be **2012 vintage and beyond**.
- (g) Vehicle found not insured or insurance expired and not renewed.

(h) The upholstery, door, matting, paint, light, seat cover, tool kit, net mess, spare wheel, first aid kit or any other accessories for smooth running of vehicle should be in good condition.

34. Quality Assurance. After the contract is negotiated the service provider would be required to provide the Standard quality of vehicle. **Vehicles prior to 2012 vintage will not be provided. The drivers deployed will be properly dressed and able bodied. Policeverification of the drivers deployed at DSCC will be carried out by the service provider. Failure on the part of the vendor to meet the requirements will invite Liquidated damages.** The service provider will also bear the responsibility for EPF/ESI and insurance of the manpower. **The Commandant DSCC in no way will be responsible for any incident/accident of the manpower/vehicles.**

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

- (a) Any delay in supply of vehicles will not be accepted as no allowance can be given for any type of delay (excluding causes due to Force Majeure) being mission critical.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) 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.
- (d) As per decision of the Arbitration Tribunal.

36. Notices: Any notice required or permitted by the contract shall be written inthe English language and may be delivered personally or may be sent byFAX or registered pre-paid mail/airmail, addressed to the last known addressof the party to whom it is sent.

37. 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, aswell as to give or to let a third party take benefit or advantage of the presentContract or any part thereof.

38. Patents and other Industrial Property Rights: The prices stated in thepresent 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.

39. 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 thepresent Contract.

40. Taxes and Duties.

(a) **In respect of Indigenous bidders.**

(i) **General**

(aa) Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ab) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/ tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

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

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

41. Safety of Men: The CONTRACTOR is to ensure adequate safeguards for drivers when employed on work where human risk of health/injury is involved.

42. First Aid: The CONTRACTOR is liable to provide immediate first aid/hospitalisation in case of accident/sudden illness to drivers.

43. The CONTRACTOR is bound by the Official Secrets Act 1923 and, in its connection any other statutory Act / Law / Amendment in force and the information given is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therein. The CONTRACTOR shall be responsible to ensure that all drivers employed by him in the execution of any work in connection with this Contract are fully aware of the provisions of the Official Secrets Act 1923 / Law / Amendment in force and have undertaken to comply with the same.

44. The CONTRACTOR shall also ensure secrecy of design, construction, equipment and documentation and shall carry out all or any instructions given by the CUSTOMER in this respect. Should the CUSTOMER desire to check up the security measures which have been provided, or will be adopted to achieve security, the CONTRACTOR shall produce necessary evidence to establish the same.

PART IV – SPECIAL CONDITIONS OF RFP

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

46. **Performance Guarantee**: The service provider will give a guarantee in writing and deposit the **Security Deposit/Performance Bank Guarantee @ 10% of Contract amount**. Performance Security deposit payable to the Purchaser is furnished by the Supplier in the form of a Performance Bank Guarantee (PBG) issued by a public sector bank or a private sector bank authorized to conduct government business, in the prescribed format **within thirty days** from the date of contract. At present, ICICI Bank Ltd, Axis Bank Ltd and HDFC Bank Ltd are the three private sector banks authorized to carry out government transactions. The performance security deposit is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per the contract. Preferably, performance security is payable by the supplier at the rate of 10% of the contract value. **PBG should remain valid for a period of sixty days** beyond the date of completion of contractual obligations, including warranty. The PBG is returned to the supplier on successful completion of all his obligations under the contract. The format of the PBG is given in Form DPM-15.

47. **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/successful completion of this contract, the cost, terms & conditions remaining the same. 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.

48. **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 25% plus/minus increase or decrease in quantity and period of the required goods/services upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

49. **Payment Terms for Indigenous Sellers**–

(a) The payment for CHTs bills will be on credit basis and the payment will be made on a monthly basis as per terms subject to the submission of required documents through Controller of Defence Account (CDA, IDS), New Delhi.

(b) It will be mandatory for the Bidders to indicate their bank account numbers and other relevant details in the payment documents.

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

51. **Paying Authority**:

(a) **Indigenous Sellers:** (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority CDA, IDS, New Delhi through DSCC JD MT along with the bill:

- (i) Ink-signed copy of Commercial invoice / Seller's bill.
- (ii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (iii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (iv) Payment of statutory taxes and other levies will be made only on production of relevant documentary proof.
- (v) Satisfactory Certificate by user for acceptance.
- (vi) Copy of Performance Bank Guarantee.
- (vii) Claim for statutory and other levies as per DPM 2009 to be added.
- (viii) Copy of Supply Order/Contract documents.
- (ix) Detail of electronic payment as per DPM 2009; ECS mandate.

52. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial non-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 an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

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

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

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

53. Quality: The Service Provider will provide all vehicles in perfect running condition. The upholstery, decor , matting, paints, lights, neatness, perfume, seat cover, standby tyre, tools kit, first aid kit and all other accessories of the vehicles should be in good condition at all times. In case the vehicle is not meeting the above standard it will be liable to be rejected by the user and the Service provider shall have to provide suitable replacement within one hour of receipt of information.

54. Fall clause – The following fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for the services provided under the contract by the vendor shall in **no event exceed the lowest prices at which the vendor provides the services or offer to provide services** of identical description to any persons/Organisation including the purchase 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 the services during the currency of the rate contract is completed.

55. Risk & Expense clause –

(a) Should the service not be delivered within the time or times specified in the contract documents, or if delayed service is provided in respect of the services, the Buyer shall after granting the vendor one hour to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) In case of breach that was not remedied within one hour, the BUYER shall, having given the right of first refusal to the vendor be at liberty to procure the services from any other source as he thinks fit, similar services to make good :-

(i) Such failure.

(ii) In the event of the contract being wholly determined the balance of the services remaining to be delivered thereunder.

(iii) Any excess of the purchase price, cost of services, and value of any service procured from any other provider as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the vendor. Such recoveries shall not exceed 10 % of the value of the contract.”

56. Earliest Acceptable Year of Manufacture: Vintage vehicle i.e. vehicle provided for DSCC duty should be of 2012 and beyond.

57. Inspection Authority: The Inspection will be carried out to the satisfaction of Comdt, DSCC/any officer detailed by him/JD (MT).

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

58. Evaluation Criteria. The broad guidelines for evaluation of Bids will be as follows:

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

(b) In respect of two bid system, the technical bids forwarded by the bidders will be evaluated by the buyer with reference to the technical characteristics of the equipments as mentioned in the RFP. The compliance of technical bids would be determined on the basis of the parameters specified in the RFP. The commercial bids of only those bidder will be opened whose technical bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the total lowest price quoted by the particular Bidder as per the Price Format given at Para 59 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only Indian Bidders are competing, L-1 Bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product, as quoted by bidders.

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

(e) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer.

59. Price Bid Format.(To be used for L1 determination) The Price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (The format indicated below is only as an illustration. This format should be filled up with items/requirements as mentioned in Part-II of RFP.) –

Base price of –

a. Item (s) –

SI No	No & Type Of Vehicle	On The Basis Of	Unit Price	Extra per Km	Extra per Hour
01	02x MUVs (Diesel Vehicle)	120 Km/ 24 Hrs			
02	01x MUVs (Diesel Vehicle)	100 Km/ 24 Hrs			
03	01x MUV (Diesel Vehicle)	100 Km/ 10 Hrs			
04	02xLightVeh (Diesel Vehicle)	80 Km/ 10 Hrs For Five days in a week			
05	02xLightVeh (Diesel Vehicle)	80 Km/ 10 Hrs Thrice in a week on (requirement Basis)			
06	01xMotorcycle (Petrol Vehicle)	With fuel without rider on 24x07 basis			
07	10KLWater Bowzer	60 Trips during the delivery period			

- b. Accessories N/A
 c. Installation/ Commissioning N/A
 d. Training N/A
 e. Technical literature N/A
 f. Tools N/A
 g. AMC N/A
 h. Any other requirement N/A

Note. 1. Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octroi /entry tax, etc on final product) of all items / requirements as mentioned above and on total cost.

60. Additional information in Price Bid on Taxes and Duties (Not in scope of L-1 determination) –

- a. Is Excise duty extra?
 b. If yes, mention the following_
- i. Total value of items on which Excise duty is leviable
 - ii. Rate of Excise duty (Item-wise if different ED is applicable)
 - iii. Surcharge on Excise duty, if applicable
 - iv. Total value of excise duty is payable
- c. Is Excise duty exemption (EDE)required
 d. If yes, then mention and close the following :
- i. Excise notification number under which EDE can be given

- e. Is VAT extra
- f. If yes, then mention the following –
 - i. Total value on which VAT is leviable
 - ii. Rate of VAT
 - iii. Total value of VAT leviable
- g. Is service tax extra
- h. If yes, then mention the following –
 - i. Total value of service on which service tax is leviable
 - ii. Rate of service tax leviable
 - iii. Total value of Service Tax leviable
- j. Is custom duty exemption (CDE) required
- k. If yes, then mention the following –
 - i. Custom notification number under which CDE can be given(enclose a copy)
 - ii. CIF value of stores to be imported
 - iii. Rate of Customers Duty payable
 - iv. Total amount of Customs Duty payable
- l. Octroi / Entry Taxes
- m. Any other Taxes / Duties

Thanking You,

Yours faithfully,

(N Biswas)
GpCapt
JD (Lgs)