

COMMANDING OFFICER
INS INDIA, DARA SHUKOH ROAD, NEW DELHI-110011

TENDER NOTICES

1. Bids in sealed covers (Technical & Commercial Bid) are invited for concluding Rate Contract for hiring of CNG Big/Mini Buses (47 & 32 Seater) for the officers of INS India/Integrated headquarters of Ministry of Defence (Navy), New Delhi, on as required basis for a period of three (03) years from the date of signing of contract. The general information as regard to collection and submission of tender form is as under:-

Sl. No	Details of Contract	Qty	Duration for sales of Tenders	Last date for submission of tender	Date of tenders opening	Tender Fee
(a)	Rate contract for hiring of CNG buses (47 & 32 seater)	Details given in tender form (RFP)	Between 1000 hrs to 1230 hrs from 10 to 14 Dec 18	24 Dec 18 (by 1030 hrs)	24 Dec 18 (at 1500 hrs) Tech. Bid.	Rs. 500/- (by demand draft/ pay order)

2. **Earnest Money Deposit (EMD) Rs. 3,00,000/- (Rupees Three Lakhs Only).**

3. **Pre Bid Conference:** Pre bid conference will be held on 18 Dec 18 at 1500 hrs to the conference hall, INS India at the above address and all participating firms are to attend.

4. Detailed tender document can be obtained from the office of MTO, INS India at the above address. Blank tender documents and other details can also be downloaded from the website of this office www.indiannavy.nic.in In that case, the bidder has to enclose tender fee of Rs. 500/- (non-refundable) in the form of Demand Draft/Pay Order. DD/Pay Order are to be submitted along with the bids in different envelope super scribing the contract no. on the envelop. **Bidders are requested not to submit DD/Pay order inside the technical/commercial bids.** Tenders without such fee would be summarily rejected. The demand draft/pay orders are to draws in favour of **The Commanding Officer, INS India.**

5. On the last date of submission of tenders, only one representative from each firm will be permitted to enter through main gate of INS India for dropping the tender in tender box kept near quarter Master of Main Gate, INS India and to attend the opening of technical bid. Entry will be restricted to representative who produces the photocopy of EMD/exemption of EMD letter enclosed in the Technical Bid.

6. This tenders-notices is being issued with no financial commitment and the CFA reserves the right to change or vary any part thereof or cancel this tender-notices at any stage.

MTO, INS India
Ph.011-23010149
011-23010647
INS India
Dara Shokoh Road
New Delhi-110 011

Tele: 23010149

MT/436/45/CNG Buses (47&32 seater)

28 Nov 18

TENDER ENQUIRY

To,

M/s _____

Our Ref.	436/45/CNG Buses (47 & 32 seater)	Date :	28 Nov 18
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INVITATION OF QUOTATIONS FOR HIRING OF CNG BUSES
FOR INS INDIA/IHQ,MoD(N) DUTIES
INS INDIA, DARA SHOKOH ROAD, NEW DELHI

1. Bids in sealed covers (Technical and Commercial Bids) are invited for concluding Rate contract for hiring of CNG Buses (47 & 32 seater) for the offices of INS India/Integrated Headquarters of Ministry of Defence (Navy), New Delhi, on as required basis, for a period of three (03) years from the date of signing of contract. Details/types of vehicles to be hired, scope of Contract etc. are listed in part II of this Tender Enquiry/RFP. Please superscribe the above mentioned title, Tender Enquiry number and date of opening of the bids on the sealed covers to avoid the bid being declared invalid.

2. The address and contract numbers for sending bid or seeking clarification regarding RFP are given below:-

(a) Bid/ queries to be addressed to: **MTO, INS India, Dara Shukoh Road, New Delhi - 110011**

(b) Postal address for sending the bids: Motor Transport Officer, INS India, Dara Shukoh Road, New Delhi - 110011.

(c) Name/ designation of the contact personnel: - Cdr PA Hussain, MTO.

(d) Telephone No. Of the contact personnel: 011-23010149.

(e) E-mail of contact personnel/ Mob No. : parvezahmedh@yahoo.in
9958793313.

(f) Fax Number 011-23011566.

3. This RFP is divided into five parts as follow:-
- (a) Part I – Contains general information and instructions for the bidder about the RFP such as time, place of submission and opening of tenders, validity period of tenders etc.
 - (b) Part II – Contains essential details of the vehicles/ services required such as the schedule of the Requirements (SOR), Specification/vintage of vehicle Delivery Period, consignee details etc.
 - (c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) Part V –Format for Price Bids.
4. The RFP is being issued with no financial commitment and the Buyer reserve 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. This RFP contains pages from **1 to 16 and Appendix A to E**, please check carefully and if any page missing than please contact undersigned.
6. **Authorization Certificate / ID card for representative deputed by firm / vendor mandatory for identification at the time of Tender Opening.**
7. **Acceptance of Terms & Conditions:** The tenderer shall clearly mention the following in their offer letter:-
- WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO. MT/436/45/CNG Buses (47 & 32 seater) dated 28 Nov 18. Failing to do so, the bid will be summarily rejected.
8. The cost of tender is Rs. 500/- (Rupees Five Hundred Only) (non-refundable). The payment will be accepted by Demand Draft/Pay Order in favour of The Commanding Officer, INS India payable at New Delhi only. (Cash will not be accepted)
9. On the last date of submission of tenders, only one representative from each firm will be permitted to enter through main gate of INS India for dropping the tender in the Tender Box kept near Quarter Master at main gate and to attend the opening of technical bid. Entry will be restricted to representatives who produce the photocopy of EMD enclosed in the Technical bid.

(PA Hussain)
Commander
Motor Transport Officer
for Commanding Officer

Part I – General Information

1. **Last date and time for depositing the Bids: 1030 Hrs on 24 Dec 18.** The sealed quotations in sealed cover 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 Quotation clearly marked Technical & commercial bid in two separate envelopes, to be sealed in one single envelope should be either dropped in the tender Box marked as "HIRING OF CNG BUSES (47 & 32 SEATER)" 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 (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Technical Bid: 1500 Hrs on 24 Dec 18.**
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, than 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:** Main Gate, INS India, Dara Shukoh Road, New delhi-110 011. Only those quotations that are found in the tender box will be opened. Bids/Quotations dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids:** INS India Conference Hall, Dara Shukoh Road, New delhi-110 011. The Bidders may depute their representatives duly authorised in writing, to attend the opening of Quotations on the due date and time. Rates and important commercial clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be initiated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of bids:** Bids should be forwarded by bidders under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the REP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) 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. **Pre Bid Conference:** Pre bid conference will be held on 18 Dec 18 at 1500 hrs to the conference hall, INS India at the above address and all participating firms are to attend.

10. **Modification and withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in bidder's forfeiture of bid security.
11. **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.
12. **Rejection of bids:** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. The buyer also reserve the right to reject any bid on the basis of past performance of the contractor.
13. **Validity of Bids:** The bids should remain valid for a period of **180 days** from the last date of submission of the Bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money deposit (EMD) for an amount of **Rs. 3,00,000/- (Rupees Three Lakhs only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of **Commanding Officer, INS India payable at New Delhi** 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 (45) 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 Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.
15. **Period of contract.** For 03 years from the date of signing of the contract.
16. Bidder should sign each copy of RFP/Tender white submitting the Bids. Failure to do so will result in rejection of Bids
17. The firm should have valid Registration with Ministry of Tourism. Copies of registration certificate(s) attached.

Part II- Essential Details of Items/ Services required

1. **Terms of Reference (TOR):** Hiring of CNG big buses (47 seater or above) and Mini buses (32 seater or above) on contract basis for Delhi/NCR. Details/types of Vehicles to be hired for plying in Delhi/New Delhi and NCR (NOIDA), Greater NOIDA, Ghaziabad, Faridabad & Gurgaon) against this Rate Contract is given below. Approximate requirement of hired vehicles is indicated below:

Srl. No.	Description of vehicle	Fuel	Hiring for Stations	Approx. Requirement
(a)	Big Bus (47 Seater)	CNG	Delhi/NCR	01 to 30 per day
(b)	Mini Bus (32 Seater)	CNG	Delhi/NCR	01 to 15 per day

Note: These quantities are only indicative and actual number of hiring may vary on as required basis.

2. **Precise statement of objective:** The contractor will provide required number of vehicle which have current valid permit from concerned competent authority, on as required basis. Intimation regarding the daily requirement of vehicles shall be covered telephonically at or before 2000 hrs on the previous day by MTO, INS India, subsequently such intimation in writing shall follow. Number of vehicles asked for by DOA, on day to day basis, are to be supplied by the contractor irrespective of the limitations, if any specified by any civil authorities at Delhi/New Delhi. It is upto the contractor to arrange supply, on as required basis, on demand, on a particular day. **Vehicles of upto Model 2015 EURO IV onwards vintage will only be accepted.** The vehicles will be required for use as under:-

- (a) **CNG Big Buses (47 Seater) - 100 Km/11 hrs & 50 Km/6 ½ hrs + extra Km & hrs rate, basis.**
- (b) **CNG Mini Buses (32 Seater) - 100 Km/11 hrs & 50 Km/6 ½ hrs + extra Km & hrs rate, basis.**

3. **Appearance/condition of vehicles:** The contractor will provide all the vehicle 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 Commanding Officer, INS India, New Delhi shall be final and binding on the contractor in this regard and the contractors shall maintain the vehicles in the desired condition. In case of rejection of vehicles due to dull appearance/condition of the vehicles, action as per Para 4 below shall be initiated.

4. **Break downs:** In case of breakdown of the vehicle, the contractor shall provide a suitable replacement within one (01) hours of receipt of information. In case replacement is not provided by the contractor within reasonable period of time, the office will be free to make alternate arrangement and expenditure.

5. **Papers of the vehicle:** The papers of the vehicle should be complete e.g. Registration, permit, Tax, Insurance, Pollution Check and fitness Certificate at the owners cost. No extra charge will be permissible in such cases.

6. **License of Drivers:** Driver will carry original driving license while on duty. No photocopy is permissible.
7. **Speedometers:** Speedometers of all vehicles provided are to be sealed and should be in working condition at all times. A 'sealing certificate' of the speedometers is to be provided by the contractor duly approved by RTO Delhi.
8. **Eligibility of Bidders:** In order to establish the eligibility, the bidders will have to furnish the following documentary evidence:-
- (a) The contractor for meeting the eligibility criteria of supply of CNG Buses (47/32 seater), the bidder shall have the following vehicles of model not older than 2015 EURO IV on its own name or in the name of the firm/partner/JV. The bidders shall have to furnish attested or notarized legible copies of the registration certificates with the bids for the vehicles owned by him. (Refer appendix 'A' compliance matrix by the vendor)
- | | | | |
|------|----------------------------|---|-----------|
| (i) | CNG Buses (47 Seater) | - | 05 (Five) |
| (ii) | CNG Mini Buses (32 Seater) | - | 05 (Five) |
- (b) The firm shall have a minimum annual turnover of 200 lakhs each year in the last three financial years. Copies of audited balance sheet for the last three FYs should be attached with the technical bid.
- (c) The firm should have experience of supplying approximately 05 Buses per day to any Defence/State/Central Government organization. Copy of job order along with satisfactory completion report from the concerned organization should be attached with the technical bid.
- (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 copy of last three years ITR filled should be attached.
- (e) The firm should have valid GST Registration. Copies of registration certificate(s) along with copies of last premium paid should be attached.
9. **Scope of Rate Contract:** The proposed Rate Contract will be an agreement between the purchaser and lowest bidder(s) (supplier) to supply the vehicles included in this tender at specified prices, terms & conditions during the period of the contract. RC will be in the nature of standing offer and neither any quantity nor any anticipated drawl is 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 supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contract and the supplier will be bound to supply the ordered quantity.
10. **Operation of Contract:** The Commanding Officer, INS India will be the Contract Operating Authority.
11. **Delivery Period:** Delivery period for supply of buses would be from 01 Aug 18 or as per requirement after conclusion of contract.

12. **Contract Agreement:** The successful bidder/contractor will require to sign an agreement with the Buyer within 15 days from the date of written intimation to this effect. Supply order/ Job order will be issued against the contract agreement for hiring of vehicles on as required basis. Intimation regarding the daily requirement of vehicles shall be conveyed telephonically at or before 2000 hrs on the previous day by MTO INS India. Subsequently, such intimation in writing shall follow. Please note that Contract can be cancelled unilaterally by the Buyer in case contracted items are not received within the contracted delivery period.

13. **Reporting of Vehicles:** The required vehicles will report to user as specified on date & time notified to the Contractor by Motor Transport Officer, INS India. All vehicles must have sufficient fuel prior reporting for duty. The requirement of vehicles for the next day will be conveyed telephonically/ in writing latest be 1700 hrs every day.

14. **Recording of milometer:** The starting and closing Km reading and time of the buses deployed for duties will be recorded from the delivery place only.

15. **Consignee details:** The Commanding Officer
INS India
Dara Shukoh Road
New Delhi-110011

16. **Delivery place:** INS India
Dara Shukoh Road
New Delhi-110011 OR Chanakya Bagh,
Chanakyapuri

Part III - Standard Condition of RFP

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

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

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the Government on India for showing or forbearing 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 or any offers by the seller or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian penal code, 1860 or the prevention of corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/ employee of the BUYER for showing any favour in relation to his or any other contract, shall render the seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/ Agency Commission:** The seller confirms and declares to the Buyer that the seller is the original manufacturer of the store/provider of the services referred to in this contract and has not engaged any individual of firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller; nor has any amount been paid promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part without any entitlement or compensation to the seller who Seller who shall in such an event be liable to refund all payments made by the BUYER in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

Cont...9/-

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

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

(a) The delivery of the contractual services is delayed for causes not attributable to Force Majeure for more than 10 days after the schedule date of delivery.

(b) Unilaterally, if services are not found to be satisfactory or breach of any Contract Clauses with 15 days' notice.

(c) The Seller is declared bankrupt or becomes insolvent or in the event of dissolving the firm.

(d) The delivery of contractual services is delayed due to causes of Force Majeure by more than 03 months.

(e) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(f) As per decision of the Arbitration Tribunal.

09. **Notices:** Any notices required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered prepaid mail/ airmail, addressed to the last known address of the party to whom it is sent.

10. **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.

11. **Patents and other Industrial property Rights:** NA

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

13. **Taxes and Duties:** As applicable by the State/Central Government.

14. The firm should have office in Delhi for operation of the contract.

Part IV – Special Conditions of RFP

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

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorised to conduct government business (ICICI Bank Ltd, Axis bank or HDFC Bank Ltd etc.) for a sum equal to **10% of the estimated contract value** within **30 days** of signing of the contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contract. The specimen of PBG is given in Form DPM-15. (Available in MoD website and can be provided on request).

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

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/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.

4. **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 **50% increase or decrease** the quantity of the required goods up to 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.

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

(a) Payment will be made on post monthly basis after successful execution of supply job orders issued against the RC during this period.

(b) Amount of Risk Expense if any, will be deducted from the billing amount.

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

Cont...11/-

7. **Paying authority:-**

(a) **Dy Controller of Defence Accounts (Navy), Project Sea Bird, West Block-V, R.K. Puram, New Delhi-110066.** The payment of bills will be made on submission of the following documents, whichever applicable, by the Seller to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill & Seller's bill.
- (ii) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iii) Duty slips duly signed by the user (to be issued by the Inspection Authority/User).
- (iv) Performance Bank guarantee/Indemnity bond where applicable.
- (v) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code MICR code (if these details are not incorporated in contract)
- (vi) Any other documents/ certificate that may be provided for in the contract.
- (vi) Photocopy of PBG.

8. **Payment of Bills:** Monthly bills for bonafied use of vehicles are to be submitted by the contractor latest by 3rd day of the subsequent month to MTO. INS India alongwith the requisition issued. Calculation of Kilometers run will be logged by user on same day from the premises of MTO INS India prior to releasing the vehicle at the end of the day. Payment will be made only after the bills are cleared by the Controller of Defence Accounts (navy). **No Kilometers will be allowed for journey from contractor's garage to user's plea of duty.**

9. **Fall clause:**

(a) The price charged for services under the contract by the Seller in no event exceed the lowest prices at which the Seller sells the services or offer to sell stores of identical description to any persons/ Organisation including the purchaser or any department of 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 placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the price, sells or offer to sell such services to any person/ organization including the Buyer or any dept, of central Govt. or any Department of the State Government or any statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer sale to the Director general of supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

Cont...12/-

10. **Risk & Expense Clause:** In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, MTO, INS India/user shall hire similar type of vehicles at his discretion from other sources at the risk and expenses of the contractor on the prevailing market rates. Such hiring from alternative sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor of such hiring Expenses incurred on risk and expenses hiring, shall be debited from the security deposit/ PBG/ EMD of the contractor.

11. **Penalty Clauses:** After the award of contract, in case the vehicles provided by the contractor are not found as per terms of this tender on inspection by INS India, the contract operating authority, MTO, INS India, IHQ-MoD(Navy) may be impose penalties for any deficiency. The amount of penalty for following deficiencies are indicated against each:-

- (i) Failure to Supply Vehicle - Rs. 1000.00 each time
- (ii) CNG Big Buses (47 seater) reporting without conductor- Rs. 500.00 each time.
- (iii) Failure to Supply Vehicle - Rs. 800.00 each time
- (iv) CNG Mini Buses (32 seater) reporting without conductor- Rs. 400.00 each time.

The above penalties will be deducted from contracts bill and shall not exceed an amount of Rs. 1000.00 for big bus and Rs. 800/- for Mini bus per hired vehicle at one occasion. These penalties will be imposed in addition to other clauses like Risk & Expense Short Closure of Contract, Termination of Contract etc. as decided by MTO, INS India. On indicating the deficiencies as brought out above, the contractor will be required to replace the vehicle with another one and make good the deficiencies so as to meet the requirement in future.

12. **Force Majeure:** NA

13. **Safety Guidelines for Vehicles in NCT of Delhi:-**

- (a) Vehicles cannot ply on roads of NCT of Delhi unless they are fitted with suitable speed control devices to ensure that they do not exceed the speed limit of 40 KMPH.
- (b) Vehicle are not permitted to overtake any other 04 wheel motorised vehicle.
- (c) Buses/Trucks shall be confirmed to the bus lane.
- (d) The Buses halt only at bus stops designated for the purpose.
- (e) (i) No Buses or any other bus transport vehicle used for the purpose be driven by a driver who:-
 - (aa) Has less than five years' experience of driving vehicle of the category that is being driven.

Cont...13/-

(ab) Has been challaned **more than twice in a calendar year** on account of violation of stop line or violation of the rule 111 requiring driving within the bus lane or truck, or violating the restriction in respect of allowing unauthorized person the drive.

(ac) Is not dressed in a **uniform of grey trousers** and jacket with name plate on which his name and name of the owner of the vehicle are distinctly embossed.

(ad) Does not have civil, police clearance. Contractor will be solely responsible to ensure that the drivers/helper/conductors deployed have civil, police clearance.

(ii) No Buses or any other bus transport vehicle used for the purposes shall be driven by a driver who been challaned or charged with the offence of over speeding, drunken driving or driving dangerously or for the offence under section 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) No buses or any other bus transport vehicle will be used for the purposes of commuting unless:-

(aa) It has been provided with hand-rails along the steps at the front door, which shall also be used both as entry and exit door.

(ab) It has vertical stanchions, appropriately spaced-from each other and firmly rooted to the roofs.

(ac) It is not fitted with any pressure horn or any other device for producing tonal sound which is operated or air pressure drawn from the braking system.

(ad) It is provided with an emergency escape exit/door.

(f) No buses or any other bus transport vehicle being used for the purpose of transporting commuters shall ply unless it is equipped with the following namely:

(i) First aid box

(ii) Fire extinguisher

(iii) Windows of bus be fitted with horizontal grills.

(iv) The doors of the bus should be fitting with reliable locks.

(v) Amber flashing lights shall be erected on the top four corners (but not on roof) in the exterior of buses which shall be activated when such a motor vehicle is stopped for mounting or alighting of its occupants.

(g) In addition to the above the contractor shall also adhere to the Govt. notification on transport which is promulgated from time to time.

Cont...14/-

14. **Drivers/Conductors:** Drivers/conductors should be in possession of valid licence and badges as applicable. The contractor shall ensure that the antecedents of the driver/conductor reporting for **Naval Duties are verified by the police** and they are in possession of the same while on duty. The driver/conductor of the vehicle should be in prescribed uniforms promulgated by RTO Delhi. The driver/conductor should be of good character. The contractor shall be responsible for the discipline and behaviour of drivers deployed by them. It is to be brought to the notice of all drivers that they are not authorised 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. Drivers should be well conversant with Delhi roads localities and should be consistent and punctual on their duties.

15. **Accidents:** In circumstances when the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to the vehicle, driver, passenger or any third party, the responsibility for any legal or financial implication shall rest solely with the contractor. The Commanding Officer, INS India, IHQ-MoD(Navy) or the Indian Navy or the Government of India shall have no liability, whatsoever, in this regard.

16 **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.

17 **Duty slips:** Contractor is to ensure that duty slips are signed by user on the same day and submitted to MTO, INS India every week for comparison with sanction. Separate space of additional KM is to be provided and to be signed by user where applicable sample duty slips is placed at Appendix 'D' to this TE.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The broad guideline for evaluation of Bids/Quotation 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) The Lowest Bid will be decided upon the lowest price quoted by the Particular Bidder as per the Price Format given at appendix-'B' to this tender enquiry/RFP. 'Price-bid for CNG Big Buses (48 Seater). The price-bid shall comply with the terms & condition of the contract. The consideration of taxes and duties in evaluation process will be as follows:

(i) All Taxes and duties (including those for which exemption certificates are issued) quoted by the Bidder will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of bids. Bidders are required to quote all inclusive rates for the items included in the proposed Rate contract. The quoted rates, once accepted, shall remain valid till completion of Rate Contract.

Cont...15/-

(c) 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.

(d) Fictitious quotes or quotes that are unreasonably low will be rejected.

2. The rate quoted in the tender shall be all inclusive of taxes/levies imposed by the Govt. Rate thus would be exclusively for the Kilometres covered by the vehicle and nothing else.

3. The rates quoted by the tenderer shall be all inclusive except taxes and levies imposed by the Govt. like GST, toll tax, parking charges which will be reimbursed on actual on submission of exclusively for the kilometres covered by the vehicle. No change in the rate will be effected until and unless rise/fall of fuel prices is notified and brought into force by government of India and any such change will be considered on proportionate increase/ decrease of fuel prices as per following:-

(a) Increase/ decrease of Rs. 1.50 per KG : No revision of rates.

(b) Increase/ decrease of Rs. 1.51 per KG or above.

The price revision will be calculated as under:-

Let price increase/ decrease of CNG be	-	Z per KG
herefore, increase/ decrease in rate	-	Z x mileage
Where, mileage is as follows:-		
Bus (CNG)	-	3.5 Km per KG
Mini Bus (CNG)	-	5 Km per KG

Revised rate = Existing rate \pm increase/ decrease in rate due to fuel cost revision.

4. **Determination of Lowest Bidder(s)**: Fictitious quotes or quotes that are users will be the lowest acceptable Bid will be considered 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.

5. **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.

(b) All additions and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either or both these conditions shall render the tender void.

Cont...16/-

(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 submitted is required to be signed by the bidder submitting the tender. Failing which the bid will be summarily rejected.

(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) The Commanding Officer, INS India, IHQ-MOD (Navy), New Delhi 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.

5. **Price Bid Format:** The Price Bid Format is given at **Appendix 'E'** and Bidders are required to fill this up correctly with full details.

COMPLIANCE MATRIX BY THE VENDER

(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bids submitted)

Sl. No.	Clause	Compliance	Yes/No
1	Para 7 of covering letter	Acceptance certificate of the Terms and conditions of the RFP.	
2	Para 7, part-I of RFP	Covering letter on Original Memo/ letter pad	
		GST number	
		Bank Address	
		NEFT Account	
		PAN of firm/ proprietor.	
		Complete postal & e-mail address of office	
3	Para 12, part-I of RFP	Canvassing by the bidders, post tender correction and unsolicited letter will forfeiture the EMD.	
4	Para 13, part-I of RFP	Validity of bid for a period of 180 days.	
5	Para 14, part-I of RFP	EMD: of Rs. 3,00,000/- from Public/ private sector bank authorised to conduct government business. (Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee)	
6	Para 17, part-I of RFP	Firm Registration with Ministry of Tourism.	
7	Para 5, part-II of RFP	Valid Registration, permit, Tax, Insurance, pollution check and fitness certificate etc. of buses.	
8	Para 6, part-II of RFP	Bus driver to carry original driving license.	
9	Para 7, part-II of RFP	A sealing certificate of the speedometer/governor from RTO to avoid over speeding.	
10	Para 8 part-II of RFP	Minimum 06 CNG buses (47 seaters or above) & 06 Mini buses (32 seaters or above).	
		Vehicle Registered copy.	
		Roadworthiness certificate from RTO.	
		Vehicle in own name (firm,	

		MD, Directors, proprietor)	
11	Para 8(d),Part II of RFP	Copy of Income Tax returns of the firm for the last 03 years	
12	Para 8(e), part-II of RFP	Firm must have valid GST Registration. Copy of Registration certificate for the firm showing date and validity.	
13	Para 14, part-III of RFP	Firm must have office in Delhi for operation of the contract.	
14	Para 1, part-IV of RFP	PBG will be 10% of contract value.	
15	Para 2,3 & 4, part-IV of RFP	Option/Repeat/Tolerance clauses are 50% of quantity.	
16	Para 5, part-IV of RFP	Acceptance of E-payment and payment terms	
17	Para 6, part-IV of RFP	No advance payment will be made.	
18	Para 7(a), part-IV of RFP	Documents required for payment by CDA (Navy).	
19	Para 9, part-IV of RFP	Acceptance of fall clause and certificate has been signed and submitted as per enclosed format.	
20	Para 11, part-IV of RFP	Acceptance of penalty clause.	
21	Para 13, part-IV of RFP	Acceptance of safety guidelines for vehicle in NCT of Delhi.	
22	Para 14, part-IV of RFP	Police verification certificate of Drivers and Conductors /Helpers is must for duties.	
23	Para 15, part-IV of RFP	The liability of any accident rest solely with the contractor.	
24	Appendix 'B' of RFP (Questionnaire) "If any column is not filled or answered in negative, bid of the firm will be summarily rejected".	Status of the firm and other information's. (Proprietary/ Pvt. Ltd./ any other) Attach copy of Deed/ Article of Association/ Memorandum of Association)	
25	Acceptance of standard condition of contract as per DPM-09	Standard condition of contract as per DPM-09 have been read and understood in all aspects and acceptance, and there is no objection to including the same in the contract agreement.	

Officer Stamp

Signature of bidder

PRICE-BID FOR CNG BUSES FOR FY 2018-21 FOR DELHI/NCR DUTIES**(To be submitted in a separate sealed envelope)****TENDER FOR HIRING OF CNG BIG BUSES (47 SEATERS) & MINI BUSES (32 SEATERS)****ON RATE CONTRACT BASIS FOR DELHI/NCR**Note : **ONLY RATES FOR HIRING OF BUSES ARE TO BE ENTERED IN THIS FORM**NOTHING IS TO BE ATTACHED TO THIS FORM

1. Name of firm : _____
2. Address of the firm : _____
- _____
- _____

RATE QUOTATION

(Over writing is not permitted. Amendments, if any, be signed by the tenderer)

FOR DELHI & NCR:-

Sl. No.	Type of Vehicle	Rate for 11 hrs/ 100 Kms	Rate for 6 1/2 hrs/ 50 Kms	Rate for Extra Per KM	Rate for Extra Per Hour	Remarks (Service Tax, GST etc. if any to be mentioned)
(a)	CNG Big Bus (47 Seater or above)	Rs.	Rs.	Rs.	Rs.	
(b)	CNG Mini Bus (32 Seater or above)	Rs.	Rs.	Rs.	Rs.	

The above rates should be excluding taxes/levies applicable on hiring of Buses, toll tax & parking charges imposed by Govt. These will be reimbursed on actual on production of documentary evidence by the contractor.

Firm's Seal & Date**Authorised Signatory of the firm**

(Name of the Firm)

(Address of the Firm)

DUTY SLIP

Category of Vehicle: For Delhi/NCR (CNG Bus/CNG Mini Bus)_____

Route No.....

Dated.....

Vehicle No.....

Driver's Name.....

Closing Meter		Closing Time		Total Distance	Extra Charges
Starting Meter		Starting Time		Total Time	Extra Time

Signature of MTO
(for Hiring by I.N.S. India)

Signature of Hirer
Name:
Address:
Office Stamp

CERTIFICATE OF FALL CLAUSE

(It is mandatory to submit this certificate, failing which the bids will be rejected)

“We certify that there has been no reduction in hiring price of the CNG powered buses of description identical to the buses supplied to Government under the contract herein and such buses have not been offered / hired by me / us to any person / organisation 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 during the Rate Contract at price lower than the price charged to the government under the contract.

Office Stamp

Signature of Bidder

TECHNICAL BID

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

**TENDER FOR HIRING OF CNG BIG BUSES (47 & 32 SEATERS)
ON RATE CONTRACT BASIS FOR DELHI/ NCR DUTIES**

WARNING: IF ANY COLUMN IS NOT FILLED OR ANSWERED IN NEGATIVE. BID OF THE FIRM MAY BE SUMMARILY REJECTED.

1. Name of the firm : _____
2. Registered address of the firm : _____
3. Communication address of the firm: _____
4. Office telephone No. & Fax : _____
5. Representative's Name & Mobile No.: _____
6. Type of vehicle being supplied by the firm: _____
7. Questionnaire : _____
 - (a) Status of the firm : _____

(Proprietary/Pvt Ltd/any other (attach copy of deed/Article of Association/Memorandum of Association, whichever, is applicable)

- (b) Is the firm registered as per (a) above : Yes/No
- (c) Is the office of the firm registered under Shops & Establishments Act? : Yes/No
- (d) Registration No. with date & validity under Shops & Establishments Act (Attach Copy of registration certificate). : Yes/ No
- (e) Does the firm have required number of vehicles as advertised to meet this contract? : Yes/ No
(Indicate & Enclose the No. of Vehicles owned by firm) :

Make & Model	Commercial Vehicle No.	Registered in the name of	Status of the firm {Refer 7 (a)}	RC attached (Yes/No)
CNG Big Bus (47 Seaters or above)				
CNG Big Bus (32 Seaters or above)				

Cont...2/-

(f) If answer to above is yes then give the following details of vehicles (Attach copy of RC for each vehicle). Only RCs registered in the name of firm, MD, Directors, proprietor will be accepted.

(g) Bank certificate of credit worthiness. : Yes/ No

(h) Copy of EMD documents, if applicable or the exemption certificate along with BG certificate. : Yes/ No

(j) Copy of DD of tender fee / exemption proof. : Yes/ No

(k) Appendix 'A' of RFP, Certificate of Fall Clause.

(l) Firm's Income tax PAN No. : _____
(Attach photocopy of PAN Card)

(m) GST Registration No. : _____
(Attached photocopies)

(n) Attach audited copies of balance sheets : Yes/ No
of last preceding three financial years.

(o) Attached copies of Income Tax Returns of : Yes/ No
last preceding three financial years.

(p) Attach proof of annual turnover from buses : Yes/ No
duties of last preceding three financial years.

(q) Attach Bank account with NEFT details along : Yes/ No
with Bank Address.

(r) Attach copy of job orders/contract agreement: Yes/ No
for supplying buses to any Defence/State/Central
organisations.

Govt.

(s) The vintage of CNG buses for duties will not : Yes/ No
be more than 04 years old at any time
during the contract period.

8. I/We declare that the information given above is true and correct to the best of my/our knowledge. I/We fully understand that in case information proven to be otherwise at any point of time in future, then any award given in the firm's favour with respect to this tender shall be liable to be cancelled.

Seal of the firm with date

Authorised signatory for the firm

