

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

E-TENDER ENQUIRY

E-quotations under two bid system (Technical & Commercial Bids) are hereby invited from Delhi Area established firms for hiring of CNG Big Buses (47 Seater) & Mini Buses (32 Seater) for school duties meeting the Hon'ble Supreme Court guidelines on annual rate contract basis for plying in Delhi/NCR for a period of three years with effect from 01 Aug 18 or the date of signing of contract. Detailed tender document can be obtained from the office of Motor Transport Officer, INS India at the above address. The same can also be downloaded from website given below. **The mode of tender will be e-tendering.** Other details of tender enquiry are as follows:-

Duration for sale of hard copy of tenders	Last date for submission of tender	Date of tender opening (Technical bid)	Tender Fee (Non-Transferable)	EMD
11 May 18 to 15 May 18	06 Jun 18 by 1030 hrs	06 Jun 18 at 1130 hrs	Rs. 500/- by Demand Draft/ Pay Order	Rs. 12.10 Lakh by Demand Draft/ Pay Order/ FDR/ BG

The Demand Draft/Pay Orders are to be drawn in favour of **"The Commanding Officer, INS India"**. The vendors downloading the tenders have to deposit Tender Fee in form of DD/Pay Order along with Technical Bids. **Non deposition of Tender Fee money will lead to technical disqualification.**

Pre Bid Conference: Pre bid conference will be held on 22 May 18 at 1030 hrs in the conference hall, INS India at the above address and all participating firms are to attend.

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 at 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.

The E-Tender Notice is being issued with no financial commitment and the CFA reserve the right to change or vary any part thereof or cancel this tender notice at any stage.

CO, INS India

Please visit following sites for more details:-

www.eprocure.gov.in/eprocure/app

10 May 18

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To,

**INVITATION OF QUOTATIONS FOR HIRING OF CNG BUSES
FOR SCHOOL DUTIES
INS INDIA, DARA SHUKOH ROAD NEW DELHI**

Invitation of Bid for **HIRING OF CNG BUSES FOR SCHOOL DUTIES – INS INDIA**

Request for proposal (RFP) No. INS INDIA/436/45/TPT-Tender/Buses dated 10 May 18.

Tender closes at **1030 Hrs on 06 Jun 18**, and the technical bids will be opened at **1130 hrs on 06 Jun 18**.

1. Online bids under **Advertised Tender Enquiry (Two Bid System)** are invited by The Commanding Officer, INS India for and on behalf of President of India from Delhi Area based suppliers satisfying terms and conditions of this tender for hiring of CNG powered buses for school duties on rate contract basis. Tenders can be viewed and downloaded from www.eprocure.gov.in

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

(a) Bid/ queries to be addressed to: **The Commanding Officer, INS India**

(b) Address for Communication:- **The Commanding Officer, INS India, Dara Sukhoh Road, New Delhi – 110 011. Tel No. 23010149**

(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:-

(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 items/ services required such as the schedule of the requirements (SOR), Technical Specification, Delivery Period, Mode of Delivery and consignee details.

(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 – Contains Evaluation Criteria and Format for Price Bids.

4. The E-Tender Notice is being issued with no financial commitment and the CFA reserve the right to change or vary any part thereof or cancel this tender notice at any stage.

5. This RFP contains pages from **1 to 19 and Appendix A to F**, 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. INS INDIA/436/45/TPT-Tender/Buses dated 10 May 18.

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)

7. 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 EMD and connected documents 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 06 Jun 18.** The sealed Bids (Technical and Commercial) 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:** The bids will be submitted in the following manner:-
 - (a) The original of following documents shall be submitted physically in the sealed tender box prior to bid submission closing date and time by **1700 hrs on 05 Jun 18:** -
 - (i) EMD, if applicable or proof of exemption.
 - (ii) DD of tender fee if applicable. The demand draft should be payable in favour of The Commanding Officer, INS India.
 - (b) **Cover 1.** Cover 1 will contain the **Technical Bids** consisting of following documents (These scanned copies to be submitted by upload online by **1030 hrs on 06 Jun 18**):-
 - (i) Project Plan if any.
 - (ii) The firm should have valid PAN Card/GST 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 financial year ITR filed should be attached.
 - (iii) Bank certificate of credit worthiness.
 - (iv) Copy of EMD documents, if applicable or the exemption certificate along with BG certificate.
 - (v) Copy of DD of tender fee / exemption proof.
 - (vi) Compliance of specification certificate along with special note if any mentioned in Appendix **A, B, & C** of RFP as per given format. The certificate duly signed be scanned and uploaded. In case of any deviation, the bid shall be rejected. If the certificate is signed by legally authorised signatory, a copy of the authorization letter to be uploaded.
 - (vii) Copies of audited Balance Sheet for the last three preceding Financial Years should be attached with the technical bid.
 - (viii) The bidders shall have to furnish attested or notarised legible copies of the Registration Certificate for a **minimum of 10 (Ten) number of CNG buses (Big) (47 Seater or above) and 09 (Nine) Mini Buses (32 Seater or above)** owned by the Company with valid fitness certificate from concerned RTO and meeting the basic specifications, terms & conditions of this tender, in the name of firm/Proprietor. (In case vehicles are registered on proprietors name then proprietorship certificate is to be enclosed).
 - (ix) The firm shall have a minimum annual turnover of **Rs. 96,75,000/- (Rupees Ninety Six Lakh Seventy Five Thousand Only)** from school duties in each of the last preceding three financial years.

(x) The firm should have 03 years experience of supplying school buses to any schools of Defence/State/Central Government. Copy of job order/contract agreement along with satisfactory completion report from the concerned organization should be attached with the technical bid.

(xi) Appendix 'F' of RFP, Certificate of Fall Clause.

(c) **Cover – II.** Commercial bid will be submitted as cover II online as per format (Appendix 'D').

3. **Time and date for opening of Technical Bid: 1130 Hrs on 06 Jun 18.** (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 CFA).

4. **Location of the Tender Box:** Main Gate INS India, Dara Shukoh Road, New Delhi-110011. Only those Technical Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

(a) The physical receipt of specified documents shall be mandatory prior to **Bid submission end date & time** mentioned at Para 1 above.

(b) The non-receipt of the physical documents shall result in rejection of bid.

(c) Only those documents specified in the tender documents and found in the tender box will be opened.

(d) Physical documents as specified in case dropped in the wrong tender box will be rendered invalid.

(e) The envelope containing the requisite physical documents should be addressed to The commanding Officer, INS India. On the envelop it must be written '**Tender for hiring of CNG buses for school duties**'. The requisite physical documents may be sent by hand / post / speed post, courier. However, it is the sole responsibility of the tenderer to ensure requisite physical documents are received in the buyer's office prior to bid submission end date & time. The buyer by no means will be responsible for any delay in receipt of requisite documents.

(f) No post bid clarification on the initiative of the bidder will be entertained.

5. **Place of opening & verification 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 Bids on the due date and time. Rates and important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Opening of Two-Bid system:**

(a) The technical bids shall be opened on the tender opening date as mentioned in the tender documents. The evaluation of technical bid along with requisite documents received in physical form as well as documents uploaded online by the tenderers will be carried out off line by a board of officers. Subsequently, Technical compliance matrix will be uploaded on the Central Public Procurement Portal. (www.eprocure.gov.in/eprocure/app).

(b) The commercial bids of only those bidders whose technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the bidders through CPPP (www.eprocure.gov.in/eprocure/app).

7. **Forwarding of bids:** Bids should be forwarded by bidders under their original memo/ letter pad inter alia furnishing details like GST registration no, Bank address with NEFT Account etc and complete postal & e-mail address of their office (**Appendix 'A'**).

(a) The documents specified at Para 2(a) to be deposited physically as per instruction envisaged at Para 4 above. The physical receipt of these documents is mandatory. The technical bids shall not be accepted if these documents are not received prior to bid opening.

(b) The technical and Commercial bid will be submitted **Online** less documents mentioned at Para 2(a) above.

(c) The technical bid and the commercial bid should be submitted only by the bidder duly digitally signed by the legal owner of the firm or the person authorised by him.

8. **Pre-Bid Meeting:** Pre bid conference will be held on **22 May 18 at 1030** hrs in the conference hall, INS India, Dara Shukoh Road, New Delhi – 110011. The firms are requested to assemble at conference hall for pre-bid meeting prior submission of their bids. The bids of the firms not attending the meeting will not be entertained.

9. **Clarification regarding contents of the REP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the CFA 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.

10. **Modification and withdrawal of Bids:** A bidder may modify or withdrawn his bid after submission provided that the written notice of modification or withdrawal is received by the Contracting Authority 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 CFA 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 CFA 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.

13. **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.

14. **Validity of Bids:** The bids should remain valid till 180 days from the last date of submission of the Bids.

15. **Earnest money deposit:** Bidders are required to submit Earnest Money deposit (EMD) for a amount of Rs. 12,10,000/- (Rupees Twelve Lakhs Ten Thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or private sector bank authorized to conduct government business EMD is to be drawn in favour of the Commanding Officer INS India and 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. 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. (EMD of unsuccessful bidders will be returned after conclusion of the contract. EMD of successful bidders will be returned on submission of Performance Bank Guarantee.)

Part II- Essential Details of Items/ Services required

1. **Schedule of Requirement:** Hiring of CNG big buses (47 Seaters or above) & mini buses (32 Seaters or above) on rate contract basis for Delhi/NCR for school duties.

(a) **Approximate Daily Requirement.** The approximate daily requirement of CNG Buses for plying in Delhi/ NCR will be between 1 to 40 Nos for Big Buses and 1 to 20 Mini Buses.

(b) **Requirement of Vehicles.** The contractor will provide required number of vehicles, on as required basis. Intimation regarding the daily requirement of vehicles shall be conveyed by 1700 hrs on previous day of hiring by Motor Transport Officer, INS India. It is the sole responsibility of the contractor to arrange supply of buses as per demand on a particular day. **Vehicles not more than 05 years old with roadworthiness certificate from concerned RTO, will only be accepted during the contract period (w.e.f. 01 Aug 2018 or from the date of signing of the contract agreement).** The CNG Buses (Delhi/ NCR) are required for use as school buses to convey school children as follows:-

(i) **130 Kms/ 11Hrs (0500 Hrs to 1600 Hrs)**

(ii) **80 Kms/ 10 Hrs (0530 Hrs to 1530 Hrs)**

(iii) **Period of contract.** For 03 years from the date of signing of the contract.

2. **Technical Specification Eligibility Criteria:** In order to establishment the eligibility, the bidders will have to furnish the following documentary evidence.

(a) The bidders shall have a minimum of **10 (Ten) number of CNG buses (Big) (47 Seater or above) and 09 (Nine) Mini Buses (32 Seater or above)** valid fitness certificate from concerned RTO and meeting the basic specifications, teams & conditions of this tender, in the name of firm/Proprietor. (In case vehicles are registered on proprietors name then proprietorship certificate is to be enclosed).

(b) The bidders shall have to furnish attested or notarised legible copies of the Registration Certificate with the bids for the mandatory number of vehicles owned by the Company. These vehicles will be inspected by the Technical Evaluation Committee (TEC) for which suitable date and time will be intimated to the bidders by the TEC during opening of tender. The bidders will be required to produce their Buses for inspection at a designated site on the promulgate date. Vehicles accepted by the TEC will only be hired from the successful bidder(s).

(c) The buses which would be produced for inspection of TEC shall meet the basic specifications and terms and conditions of this tender (**Appendix 'C'**). In case, during the inspection of Buses, certain tendered specifications of Buses produced for inspections are found to be deficient and which, in the opinion of the TEC, can be made good prior to commencement of the contract, such bidders should be considered acceptable by the TEC subject to furnishing undertaking by the contractor that they would rectify/ made good such deficiencies prior to commencement of the contract failing which penalties/ administrative action, as deemed fit by the contracting authority, may be taken against the firm and the EMD submitted by the firm will be forfeited.

(d) The firm shall have a minimum annual turnover of **Rs. 96,75,000/- (Rupees Ninety Six Lakhs Seventy Five Thousand Only)** from school duties in Delhi in each of the last preceding three financial years. Copies of audited Balance Sheet for the last three preceding Financial Years should be attached with the technical bid.

(e) The firm should have 03 years' experience of supplying school buses to any school of Defence/State/Central Government. Copy of job order/contract agreement along with satisfactory completion report from the concerned organization should be attached with the technical bid.

(f) 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 financial year ITR filed should be attached.

(g) The firm should have valid GST Registration. Copies of registration certificate(s) along with copies of last premium paid should be attached.

3. **Two Bid System:** In respect of two bid system, Bidders are required to furnish clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format (**Appendix 'B'**) along with Technical Bid (**Appendix 'A'**).

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification- whether Yes/ No	In case of non-compliance deviation from RFP to be specified in unambiguous terms

4. **Delivery Period:** Delivery period for supply of buses would be from 01 Aug 18 or as per requirement after conclusion of contract.

5. **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.

6. **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. (Part II, Para 8)

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

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

Part III - Standard Condition of RFP

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 CFA. 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:** That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and contractor may agree for arbitration. The CFA will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be the discretion of the arbitrator, Subject as aforesaid, the Arbitrator Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.

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 CFA 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

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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 CFA 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 CFA 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 CFA for showing any favour in relation to his or any other contract, shall render the seller to such liability/ penalty as the CFA 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 CFA.

5. **Agents/ Agency Commission:** The seller confirms and declares to the CFA 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 or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller; nor has any amount been paid promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the CFA that the present declaration is in any way incorrect or if at a later stage it is discovered by the CFA 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 CFA. 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 CFA 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 CFA in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The CFA 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 CFA 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 CFA, shall provide necessary information/ inspection of the relevant financial documents/ information.

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

8. **Liquidated Damages:** In the event of the Contract's failure to submit the Bonds, Guarantees and Documents, supply of the vehicles as specified in this contract, the CFA may at his discretion withhold any payment until the completion of the contract. The CFA may also deduct from the Contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/ undelivered vehicles mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed vehicles.

9. **Termination of Contract:** The CFA without prejudice, can cancel the contract, in any of the following cases on the part of the contractor:-

(a) The contractor/ any partner in the contracting firm becoming insolvent or have a receiving order or orders for administration of his estate made against him or shall take any proceeding for liquidation or compensation under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose to do so or if any participation be made under any Insolvency Act for the time being in force the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

(b) Assign transfer, sublets or attempts to assign transfer or subject, whole or any portion of the contract without the written permission of the CFA.

(c) Whenever the CFA exercises his authority to cancel the contract under these conditions, he may complete the contracts by any means at the contractors risk and cost. The security deposits and any other dues of the contractor will be at absolute disposal of the CFA.

10. **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.

11. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, contractors may provide the CNG buses meeting the terms and conditions of the contract from market subject to acceptance by contract operating authority if the requirement is over and above the buses accepted by TEC board.

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

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

14. **Taxes and Duties:**

(a) If Bidder desires to ask for GST or any other taxes extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/ Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/ tax will be entertained after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty/ tax and does not confirm inclusive of such duty/ tax so included is firm and final, he should clearly indicate the rate of such duty/ tax and quantum of such duty/ tax including in the price. Failure to do so may result in ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of any duty/ tax up to any value of supplies from them, he should clearly state that no such duty/ tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/ quantum of any Duty/ tax, it should be brought out clearly. Stipulations like, the said duty/ tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/ tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/ tax which is normally applicable on the item in question for the purpose of comprising their prices with other Bidders.

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

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the CFA. 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 10% of contract value by way of Bank Guarantee through a public sector bank or a private sector bank authorised to conduct government business (ICICI Bank Ltd, or HDFC Bank Ltd etc.) within 30 days of receipt of signing of the contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.

2. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, CFA 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 CFA within this tolerance limit.

3. **Payment terms.** Bills will be processed on monthly basis. Bills for bonafide use of vehicles are to be submitted by the contractor by 10th day of every month for preceding

month along with the requisition/ duty slip issued. Calculation of kilometres run will be logged by user on same day from the first place of reporting/ premises of INS India and 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), which may take up to two months to process, subject to timely submission of bills by the contractor. No kilometres will be allowed for journey from contractor's garage to user's place of duty reporting. It is mandatory to the supplier/ vendor to indicate their bank account number and other relevant e-payment details so that payments can be made through ECS/ NEFT mechanism instead of payment through cheques.

4. **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 Contractor to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill & Contractor's bill.
- (ii) Ink-signed copy of Summary of bills.
- (iii) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) 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)
- (v) Original duty slips (Appendix 'E')
- (vi) Photocopy of PBG.

(b) **No advance payment will be made.**

5. **Fall Clause.** The following Fall Clause will form part of the contract placed on successful Bidder-

(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 CFA 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.

6. **Risk & Expense Clause:** In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, the CFA 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.

7. **Force Majeure:** Should any force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (07 days) of its occurrence informs the other party in writing Force majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

8. **Police Verification:** At all times, the contract will be responsible to ensure that workers engaged by you are security cleared by police station of workers residing area. Police verification is to be submitted at least 10 days prior to commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/is involved in any activity against the interest of state.

9. **Penalty Clause:** 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, The Commanding Officer, INS India, Dalhousie Road, New Delhi may impose penalties for any deficiency. The amounts of penalty for following deficiencies are indicated against each:-

(a)	Failure to Supply of Bus on time	-	Rs. 2,000/- each time
(b)	Bus reporting without helper	-	Rs. 500/-each time
(c)	Failure to Supply Bus as per the terms - & Conditions of the tender and agreement	-	Rs. 2,000/- each time

The above penalties will be deducted from contractor's bill and shall not exceed an amount of Rs. 2,000/- per hired Bus at one occasion. There penalties will be imposed in addition to other clauses like Risk & Expense, short Closure of contract, Termination of contract etc. as decided by the Contract Operating Authority i.e. the Commanding Officer, INS India, Dalhousie Road, New Delhi. 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.

10. **Appearance and Condition of Vehicles:** The contractor will provide all the vehicles in perfect running condition. Upholstery, decor, 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 shall be final and binding on the contractor in this regard and the contractors shall maintain the vehicle in the desired condition. In case of rejection of vehicles due to dull appearance/ condition of the vehicles, no payment for that day will be made.

11. **Papers of the vehicles:** The papers of the vehicles should be complete and correct e.g. registration, Permit, Tax, Insurance, Pollution Check and fitness Certificate at the owner's cost. No extra charge will be permissible in such cases.

12. **Break Downs:** In case of breakdown of the vehicle, the contractor shall provide a suitable replacement within 30 minutes of receipt of information and if replacement is not provided by the contractor within this time frame, the user will be free to make alternate arrangement and expenditure incurred shall be borne by the contractor. In addition, penalty of Rs 1000/- on each such occasion will be imposed on the contractor and the amount will be deducted from the PBG/ EMD deposited by the contractor.

13. **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 or as per stipulations of Govt.

14. **Drivers/Conductors:** Driver and Conductors/Helpers should be in possession of valid licence and badges as applicable. The contractor shall ensure that the antecedents of the drivers and conductors/helpers reporting for Naval Duties are verified by the police and they are in possession of the same while on duty. The drivers and conductors/helpers of the vehicle should be in prescribed uniforms promulgated by RTO, Delhi. The drivers and conductors/helpers 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 worksheet. 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 etc. Mileage will be given only for duty assigned by the bonafide user. Drivers should be well conversant with Delhi roads/localities and should be consistent and punctual in 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 vehicle, driver, passenger or any third party, the responsibility for any legal or financial implication shall rest solely with the contractor. The CFA/ Commanding Officer, INS India or the Indian Navy or 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 Slip:** Contractor is to ensure that duty slips are signed by user on the same day and submitted 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 slip is placed at **Appendix 'E'** to this TE.

18. **Safety Guidelines for buses in NCT of Delhi as per Hon'ble Supreme Court order and CBSE Circular No. CBSE/AFF./Circular-8/2017/1217401 dated 23 Feb 17:**

- (a) Buses cannot ply on roads of NCR and NCT, Delhi unless they are fitted with suitable speed control devices to ensure that they do not exceed the speed limit of 40 KMPH.
- (b) Buses are not permitted to overtake any other four wheel motorised vehicle.
- (c) Buses shall be confirmed to the bus lane.
- (d) The buses halt only at bus stops designated for the purpose.
- (e) The doors of the school buses shall remain shut while the bus is in moving condition.

Cont...15/-

(f) Refresher training course with a view to fine-tune and increased proficiency of driving shall be imparted to drivers of the school bus periodically i.e. twice in a year.

(g) Every bus shall carry a proper authorisation card containing the name, photograph of the driver and other such Particulars (address, licence, badge number, telephone no. of the school or owner of the bus, Transport Department's Helpline number and Registration number of the vehicle) as may be directed by Chairman (STA/ Commissioner, Transport) and issued by the State Transport Authority which authorize such driver to drive the vehicle. The authorization card shall be displayed in the vehicle at prominent places inside and outside the bus in contrast colour.

(h) No buses used for the purpose of school duties to be driven by a driver who do not possess valid documents:-

(i) The driver of the school bus shall possess a valid driving licence and must have minimum five years of experience of driving heavy vehicles.

(ii) No driver shall be allowed to drive the school bus in a drunken condition.

(iii) Under no circumstances any outsider except the bus driver, conductor and the authorized personnel shall be allowed to board the school bus.

(iv) It has been provided with a board of size 400mm X 400mm secured firmly on the front (but not on the windscreen) and the rear exterior of the vehicle for display of the fact that the vehicle is being used for the purpose of a school. The colour of the board shall be golden yellow on which an iconographic representation painted of height not less than 250mm in black colour. Below the iconographic representation the "**SCHOOL DUTY**" shall be at least 100mm and the line thickness (width) of the type must be at least 16mm.

(v) It has been provided with hand rails along the steps at the front door, such doors shall be closed when the vehicle is in the motion and only front door shall be used both as entry and exit. It is provided with an emergency escape exit/ door.

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

(vii) To keep the school bags safely, there shall be a space fitted under the seats or at a convenient place inside the bus.

(viii) The school bus shall be fitted with alarm bell and siren so that in case of emergency everyone can be alerted.

(ix) The school bus shall not be fitted with curtains or glasses having films.

(x) The school bus shall have sufficient white lighting inside the bus.

(xi) Activities inside the school bus should be visible from outside whenever the bus is plying on road.

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

(xiii) It is accompanied by a conductor who holds effective conductor's licence issued to him and authorised him to act as such conductor.

(xiv) The school bus must not be more than 05 year old at any time during the contract period.

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

(i) First aid box with medicine and drinking water.

(ii) Two in no. ABC type of 5 kg Fire extinguisher having ISI mark. One of which should be kept in the driver's cabin and second near the emergency exit door. Similarly, training should be given to the driver, conductor and other attendant/guard to operate the fire extinguishers.

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

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

(v) All school bus should be installed with GPS system. Global Positioning System (GPS) and CCTV arrangement is compulsory in each school bus. It shall be ensured by the owner of the bus that the GPS and CCTV thus installed, is kept in working condition at all the time with 30 days recording.

(vi) The seats of the school bus must be of non-combustible materials for safety of school children.

(vii) 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 vehicles is stopped for mounting or alighting of its occupants.

(viii) The contractor must upload all the details of school buses and bus staff on the Education Department's website.

(k) The conditions of Permits:

(i) Schools bus hired transport service must have valid permit and fulfil the requisite permit conditions prescribed by the State Transport Departments.

(ii) There should be valid Insurance of the school bus as well as passengers in the bus as per "The Motor vehicles Act 1988".

(iii) Medical checkup regarding the physical fitness of the driver including eye testing shall be made every year. Fitness certificate issued by the competent authority shall be obtained as per the safety standard under "The Motor Vehicles Act 1968".

(iv) The driver who has been challaned more than twice in a year for any kind of offences which inter alia include red light jumping, violation of lane discipline or allowing unauthorized person to drive, must not be employed.

Cont...17/-

(v) The driver who has been challenged even once for the offence of over speeding, driving dangerously or for the offences under section 279, 337, 338 and 304A of the Indian Penal Code or under POSCO Act, 2012 cannot be employed for school bus driving.

(vi) The driver shall be dressed in the uniform of grey trouser and jacket or as prescribed by the State Transport department with his name plate along with name of owner of the school bus distinctly embossed.

(vii) The school bus shall be driven by a driver having valid public service vehicle badge with photograph issued by the State Transport Department.

(viii) If age of the students is below 12 years, the number of students carried shall not exceed 1 1/2 times the permitted seating capacity and the students above 12 years shall be treated as one person.

(ix) Periodical fitness certificate regarding roadworthiness of the school bus shall be obtained as per "The Motor Vehicles Act 1988" and the rules framed thereunder as well as of the directions of the Board, State government and the Courts must be penalized.

(x) Any school Bus Firm /or the driver of the school bus found to have violated the provision of "The Motor Vehicles Act 1988" and the rules framed thereunder as well as of the directions of the Board, State Government and the Courts must be penalized.

(xi) The authorities shall enter into a valid agreement with the owner/transporter of the school bus and the driver of the school bus shall carry a copy of such agreement.

(xii) The record having details of the students ferried including the name, class, residential address, blood group, points of stoppage, route plan should always be kept in readiness with the bus conductor inside the school bus.

(xiii) Whenever a contract carriage is used for carrying the school children, the Firm must give intimation to the local police station as well as the concerned District Traffic Police Authority clearly indicating the name of the driver and particulars of the vehicle etc.

(xiv) The school bus drivers are restricted to use mobile phone while driving the school bus and are restricted to have interactions with the students and bus staff beyond a limit.

(xv) In addition to the above, the contractor shall also adhere to the Govt. notifications on transport, which are promulgated from time to time.

(l) **Operation of Contract:** The Commanding Officer, INS India will be a Direct Demanding Officer (DDO) for vehicles included in the contract.

Cont...18/-

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The broad guideline for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
 - (b) The Lowest Bid will be decided upon the lowest price quoted by the Particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (c) The Bidders are required to spell out the rates of GST OR other taxes etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs Duty/ Excise Duty/ GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty/ Excise duty/ GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regards to rate/quantum of Customs duty/ Excise duty/GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes Applicable later on. In respect of the Bidders who fail to comply with this Requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.
 - (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 a cement of contract/ Supply Order after complete clarification and price negotiations as decided by the CFA. The CFA 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.
2. 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

3. **Determination of Lowest Bidder(s):** Individual lowest bidder(s) will be determined for different categories of vehicles i.e. CNG Buses (47 Seater or above) and Mini buses (32 seaters or above). The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the CFA. **The CFA will have the right to award contracts to different Bidders for being lowest in particular category of vehicles.** The CFA 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.

4. **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.

(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.

(e) The CFA does not bind himself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept to 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 'D'** and Bidders are required to fill this up correctly with full details.

TECHNICAL BID

**TENDER FOR HIRING OF CNG BIG BUSES (47 SEATERS) & MINI BUSES (32 SEATERS)
ON RATE CONTRACT BASIS FOR DELHI/ NCR FOR SCHOOL 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 the No. of Vehicles owned by firm) : _____
- (f) If answer to (e) 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.

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 Mini (32 Seaters or above)				

- (g) Firm's Income tax PAN No. : _____
(Attach photocopy of PAN Card)
- (h) GST Registration No. : _____
(Attached photocopies)
- (j) Attach audited copies of balance sheets : Yes/ No
of last preceding three financial years.
- (k) Attached copies of Income Tax Returns of : Yes/ No
last preceding three financial years.
- (l) Attach proof of annual turnover from school : Yes/ No
duties of last preceding three financial years
from any Defence/State/ Central govt. schools.
- (m) Attach Bank account with NEFT Details along : Yes/ No
with Bank Address.
- (n) Attach copy of job orders/contract agreement: Yes/ No
for supplying school buses to any Defence/State/
Central govt. schools.
- (p) The vintage of CNG buses for school duties : Yes/ No
will not be more than 05 years old at any time
during the contract period.
- (q) Bank certificate of credit worthiness. : Yes/ No
- (r) Copy of EMD documents, if applicable or the : Yes/ No
exemption certificate.
- (s) Copy of DD of tender fee/exemption proof. : Yes/ No
- (T) Appendix 'F' of RFP, certificate of Fall Clause. : Yes/ No

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

COMPLIANCE STATEMENT BY THE VENDOR

(It is mandatory to submit this compliance matrix, failing which the Contracting Authority reserves the right to reject the bid submitted)

SL NO.	PARA OF RFP SPECIFICATIONS ITEM-WISE	SPECIFICATIONS OF ITEM OFFERED	COMPLIANCE TO RFP SPECIFICATION-WHETHER YES/NO	IN CASE OF NON-COMPLIANCE DEVIATION FROM RFP TO BE SPECIFIED IN UNAMBIGUOUS TERMS
1.	Para 7 of covering letter	Certificate of Terms and Conditions of the RFP		
2.	Para 7 of Part-I of RFP	Covering letter on Original Memo/ letter pad		
		GST number		
		Bank Address		
		NEFT Account		
		Complete postal & e-mail address of office		
3.	Para 15 of Part-I of RFP	EMD: of Rs. 12,10,000/- (Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee)		
		EMD from Public/ private sector bank		
4.	Eligibility Criteria as per Para-1 & 2 of Part-II of RFP	Minimum 10 CNG buses (47 seaters or above) & 09 Mini buses (32 seaters or above)		
		Vehicle Registered copy		
		Roadworthiness certificate from RTO		
		Vehicle in own name (firm, MD, Directors, proprietor)		
5.	Eligibility Criteria as per Para 2 (b) of Part-II of RFP	Attested/ notarised copies of the registration certificate for the mandatory number of vehicles owned by the company attached		
6.	Eligibility Criteria as per Para-2 (d) of Part-II of RFP	Annual turnover of Rs. 96,75,,000/- (Rupees Ninety Six Lakhs Seventy Five Thousand only) from Defence/State/Central Govt.		

Cont...2/-

		school duties each of the last 03years.		
	Eligibility Criteria as per Para-2(e) of Part-II of RFP	Attach certificate for 03 years' experience of supplying school buses to any school of Defence/State / Central Government.		
8.	Eligibility Criteria as per Para-2(f) of Part-II of RFP	Copy of Income Tax returns of the firm for the last 03 years		
9.	Appendix 'B' of RFP	Reply on format for Vendor Evaluation Compliance Matrix.		
10.	Appendix 'A' 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 (Proprietary/ Pvt. Ltd./ any other) Attach copy of Deed/ Article of Association/ Memorandum of Association)		
		Copy of Registration certificate for the firm showing date and validity.		
		Attach photocopy of PAN of firm/ proprietor.		
		Attach copy of GST registration No.		
		Attach copies of balance sheets of last 03 financial years.		

CHECK OFF LIST FOR BUSES OFFERED FOR SCHOOL DUTIES

SL NO.	RFP REFERENCE	CRITERIA	COMPLIANCE STATUS (YES/NO)	IF VEHICLE IS NOT MEETING THE CRITERIA GIVE THE TIME FRAME FOR IMPLEMENTATION OF THE SAME
1.	Para 10 of Part-IV	Appearance		
2.	Para 11 of Part-IV	Registration Paper		
		Fitness certificate		
		Insurance Paper		
		Vehicle Permit		
		Road Tax Paper		
		Pollution check certificate		
3.	Para 13 of Part-IV	Speedo meter sealing certificate		
4.	Para 14 of Part-IV	Driving licence		
		Bus badge		
		Antecedents of driver		
		Uniform of drivers		
5.	Para 18 (a) of Part-IV	Speed Governor		
6.	Para 18 (h) (v) of Part-IV	Emergency exit		
7.	Para 18 (h) (vi) of Part-IV	Vertical stanchions		
8.	Para 18 (h) (xiv) of Part-IV	Buses not more than 05 years old any time during the contract period		
9.	Para 18 (j) (i) of Part-IV	First Aid Box		
10.	Para 18 (j) (ii) of Part-IV	Fire Extinguisher		
11.	Para 18 (j) (iii) of Part-IV	Windows with horizontal grills		
12.	Para 18 (j) (iv) of Part-IV	Doors with reliable locks		
13.	Para 18 (j) (v) of Part-IV	GPS & CCTV fitted in buses		
13.	Para 18 (j) (vii) of Part-IV	Amber flashing lights on top four corners		
14.	Para 18 (j) (viii) of Part-IV	Upload details of school bus & staff on Education Department website.		
14.	Para 18 (k) (xv) of Part-IV	Govt. Notifications on school buses.		
15.	Para 18(h) (i)	Driver must have minimum 5 years of experience of driving heavy vehicles.		

		-2-		
16.	Para 18(h) (iv)	Provision of School Duty Board		
17.	Para 18(h) (vii)	Space under the seats of bus for school bags.		
18.	Para 18(h) (viii)	Alarm bell and Siren in bus.		
19.	Para 18(h) (ix)	Not fitted with curtain or glass films.		
20.	Para 18(h) (x)	Sufficient white lighting inside the bus.		
21.	Para 18(h) (xii)	Not fitted with any pressure horn.		
22.	Para 18(h) (xiii)	Conductor/Helper holding effective licence.		
23.	Para 18(h) (xiv)	Bus must not be more than 5 year old.		
24.	Para 18(j)(vi)	Non-combustible seat material.		
25.	Para 18(k) (i)	Valid Permit.		
26.	Para 18 (k) (ii)	Insurance of bus & Passengers.		
27.	Para 18 (k) (iii)	Medical and eye test of driver		
28.	Para 18 (k) (iv)	Driver not challaned more than twice in a year.		
29.	Para 18 (k) (v)	Driver not Challaned under POSCO Act etc.		
30.	Para 18 (k) (xiv)	Driver Restricted interactions with students and bus staff.		
31.	Para 18 (k) (xiv)	Driver not to use mobile while driving.		

Signatory of the firm

COMMERCIAL-BID FOR CNG BUSES FOR SCHOOL DUTIES**(To be submitted on line only)****TENDER FOR HIRING OF CNG BIG BUSES (47 SEATERS) & MINI BUSES (32 SEATERS)
ON RATE CONTRACT BASIS FOR DELHI/NCR FOR SCHOOL DUTIES**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:-

A	B (Rate in Rs.) (figure and words)	
	11 hrs/130 Kms	10 hrs/80 kms
CNG Big Bus (47 Seater or above) of not more than 05 year old during the contract period (w.e.f. 01 Aug 2018 or from the date of signing of the contract agreement)	Rs. _____ Rupees. _____ _____ _____	Rs. _____ Rupees. _____ _____ _____
CNG Mini Bus (32 Seater or above) of not more than 05 year old during the contract period (w.e.f. 01 Aug 2018 or from the date of signing of the contract agreement)	Rs. _____ Rupees. _____ _____ _____	Rs. _____ Rupees. _____ _____ _____

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

