

Reply should be addressed  
To the Commanding Officer

INS India  
Dara Shukoh Road  
New Delhi -11

Quoting RFP No. 447/SVY(N) /TPT

Sep 19

**Tender Enquiry**

To,

M/s \_\_\_\_\_

**REQUEST FOR PROPOSAL FOR RATE CONTRACT FOR TRANSPORT  
FOR DISTRIBUTION OF RATION TO NAVAL RESIDENTIAL AREA**

1. Quotations under Two-bid system (Technical bid & Commercial-Bid) in sealed cover are invited for Rate Contract for transport for distribution of ration to naval personnel at various areas in Delhi/NOIDA. Detailed Scope of Contract and terms & conditions for the Contract are listed in Part I to V of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

- (a) Bids/queries to be addressed to: **The Commanding Officer, INS India**
- (b) Postal address for sending the Bids: SVY (N), Chnakya bagh, Chanakyapuri, New Delhi – 110011.
- (c) Name/designation of the contact personnel: The Officer-in-Charge, SVY(N)
- (d) Telephone numbers of the contact personnel: 8800197201
- (e) E-mail ids of contact personnel/Mobile No. 8800197201
- (f) Fax number: 011-23010545.

3. This RFP is divided into five Parts as follows:

(a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of Scope of Contract, Terms & Conditions, 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** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the RFP, should it become necessary at any stage.

**Part I – General Information**

1. (a) RFP reference No. 447/SVY(N) /TPT.  
(b) Tender will be opened in two bid system: Technical bid and Commercial bid.  
(c) Last date and time for collection of bids – **30 Sep 19 by 1400 hrs.**  
(d) Last date and time for depositing the bids- **30 Sep 19 by 1700 hrs**  
  
(e) **Time and date for opening of Technical bid.** It should be submitted in format of **encl. I** (enclosed) in sealed cover indicating “**Technical Bid**”. Attested copies of all the documents mentioned in encl. I, alongwith EMD to be enclosed with Technical bid. Technical bids will be opened by a board of officers on **01 Oct 19 at 1030 hrs** in the presence of tenderer or their authorized reps who may be present at that time. (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 daytime, as intimated by the Buyer)  
  
(e) **Time and date for opening of Commercial Bid.** Will be **intimated later** who qualified in Technical Bids. It should be submitted in format of encl. II (enclosed) in separately sealed envelope indicating “**Commercial Bid**”. No documents are required to be attached with commercial bid. Tenderers are advised to quote the prices keeping the bye-laws in vogue concerning with the present tender. Unreasonably inflated deflated bids may be avoided. Cutting/alteration absolute right to reject the tender without assigning reason whatsoever it may be.
2. **Manner of depositing the Bid.** Sealed Bid should be either dropped in the Tender Box marked as “**Tender for Rate Contract for transport for distribution of ration to officers/sailors residing in various areas in Delhi/NOIDA** at Main Gate, INS India 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. Bid sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).The bidders would have to pay the cost of tender forms (Rs. 250/-) in the form of cash the cost of tender before prebid meeting at this office of The Officer-in-Charge,SVY (N),Chanakya Bagh, Chanakyapuri, New Delhi- 110021. **If any firm fails to submit of tender cost, the tender of said firm would not be accepted.**
3. **Time and date for opening of Commercial Bid.** The date and time will be intimated to the successful technical bidders (If due to any exigency, the due date for opening of the Bid is declared a closed holiday, the Bid 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 – 110011 only those Bid that are found in the tender box will be opened. Bid dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bid.** Conference Hall, INS India Dara Shukoh Road, New Delhi – 110011. (The Bidder may depute their representatives, duly authorized in writing, to attend the opening of Bid on the due date and time. Rates and important commercial/technical clauses quoted by all Bidder will be read out in the presence of the representatives of all the Bidder. This event will not be postponed due to non-presence of your representative).
6. **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 intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. The technical bids be submitted as per encl. I.

7. **Forwarding of Bid.** Bid should be forwarded by Bidder 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 RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bid. Copies of the query and clarification by the purchaser will be sent to all prospective bidder who have received the bidding documents.
9. **Modification and Withdrawal of Bid.** 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 bid. 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 bid. No bid shall be modified after the deadline for submission of bid. No bid may be withdrawn in the interval between the deadline for submission of bid 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.
10. **Clarification regarding contents of the Bid.** During evaluation and Comparison of bid, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bid.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote.** Bidder unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bid.** The Bid should remain valid till 180 days from the last date of submission of the Bid.
14. **Earnest Money Deposit.** Bidder are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 4,00,000/- (Rupees Four lakh only)** along with their bid issued in favour of the Commanding Officer, INS India. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidder 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.
15. **Certificate by Vendor.** It is mandatory for the vendor to fill up the compliance matrix at Appendix 'A' and submit the same along with the bid submitted.

16. **Pre-Bid Meeting.** In Order to provide fair opportunity to firms seeking any clarification regarding contents of the RFP a pre-bid meeting will be held at **1400 hrs on 20 Sep 19** at SVY (N), Chanakya Bagh, Chanakyapuri, New Delhi- 110021 prior submission of their bids. Any firm who could not communicate as per para 8 above for any clarification may avail this opportunity.

17. **Instruction for bidders.** The bidders are to adhere to following points while preparing the bids:-

- (a) Firms should mention the RFP number, date and subject in the quote as well as on the sealed envelope.
- (b) Validity of quotes has to be mentioned in the quotations.
- (c) The EMD submitted by the bidders needs to be mentioned in the bids.
- (d) The bidders are to give acceptance of compliance matrix placed at Appendix 'A' along with the bids failing which the tenders will be invalid.

## **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **Schedule of Requirements:** The Rate contract is for three year with effect from date of signing of contract (Second & Third year of contract started only when successfully completion of previous year). The transports will be required in the Station Victualling Yard, Chanakya bagh, Chanakyapuri, New Delhi-110 021 everyday from 0900 Hrs to till completion of ration delivery and will be utilised for distribution of ration to officers/Sailors in various areas in New Delhi and NOIDA. for approx 64 trips in a month as per the attached schedule and list of areas which may be changed depending upon addition/deletion of areas at the sole discretion of the Commanding Officer, INS India.

2. **Two-Bid System:** In respect of Two-bid system, Bidders are required to furnish clause by 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 along with Technical Bid –

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 Not applicable.

3. **Delivery Period:** Transports will be required to report at Station Victualling Yard, Chanakya bagh, Chanakyapuri, New Delhi-110 011 scheduled days at 0900 hrs. No delay will be accepted at any cost beyond the stipulated date/time.

4. **Consignee Details:** The Commanding Officer, INS India, Station Victualling Yard (N), Chanakya Bagh, New Delhi-110011

### **Part III Standard Condition of RFP**

1. 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. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **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.
3. **Effective Date of the Contract:** The contract shall come into effect from 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.
4. **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 Commanding Officer, INS India 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 at the discretion of the arbitrator, Subject as aforesaid, the Arbitration 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.
5. **Penalty for use of Undue influence:** The Contractor 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 of India for showing or forbearing to show favour or disfavor 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 Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor 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 Customer 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 Customer 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 Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/ penalty as the Customer 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.

6. **Agents/Agency Commission:** The Contractor confirms and declares to the Customer that the Contractor is the original 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 Contractor; 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 Contractor agrees that if it is established at any time to the satisfaction of the Customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Customer that the Contractor 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 Contractor will be liable to refund that amount to the Customer. The Contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the Customer 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.

7. **Access to Books of Accounts:** In case it is found to the satisfaction of the Customer that the Contractor 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 Contractor, on a specific request of the Customer, shall provide necessary information/inspection of the relevant financial documents/ information.

8. **Non-disclosure of Contract documents:** Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

9. **Liquidated Damages:** In the event of the Contractor failure to submit Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The Customer may also deduct from the Contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services 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 stores.

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

- (a) The reporting of the vehicle is delayed for causes not attributable to Force Majeure for more than (one month) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than one month) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Contractor has utilized the services\any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (e) As per decision of the Arbitration Tribunal.
- (f) The contractor fails to supply the desired standard of item/items even after 03 written reminders to them
- (g) If the Contractor fails to deliver the items as per approved specification/quality and tries to supply substitute/substandard items.

(h) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

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

12. **Transfer and Sub-letting:** The Contractor 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.

13. **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 Customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

14. **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

15. **Taxes and Duties:**

(i) If Bidder desires to ask for excise duty or Sales Tax/VAT 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.

(ii) 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 entreated after the opening of tenders.

(iii) 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 included in the price. Failure to do so may result ignoring of such offers summarily.

(iv) 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 comparing their prices with other Bidders.

(v) 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 relief's, exemptions, rebates, concession etc. if any obtained by the Seller.

16. **Input Tax Credits/Anti-profiteering Clause:-** The seller confirms that any decrease in the total costs due to changes in the tax structure after implementation of GST or due to benefit of input Tax Credit during the period of the contract, will be passed to the buyer.

## **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. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee (Security Deposit):** 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 authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contract.

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, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **Option Clause:** The contract shall 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 the option.

4. **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, items & 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.

5. **Payment Terms:**

(a) It will be mandatory for the Bidders to indicate their bank account numbers for payment through cheques. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is enclosed as at Appendix -B. The 100% payment will be made by this office by cheque within three weeks from the date of receipt of the bill along with following documents:

- (i) Ink-signed copy of Commercial invoice/Seller's bill duly endorsed with GST No., PAN details, Cancelled Cheque and NEFT details etc.
- (ii) Performance Bank guarantee / Indemnity bond where applicable.
- (iii) No advance payment will be made.

6. **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 Customer shall in no event exceed the lowest prices at which the Customer 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 Customer reduces the price, sells or offer to sell such services to any person/organisation including the Contractor, 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 of 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.

7. **Risk & Expense clause:** In the event of the contractor to comply with the contractual obligations, the Commanding Officer, INS India, at his discretion, will be free to make alternative arrangement at the risk and expenses of the contractor on the prevailing market rates. Expenses incurred on such risk and expense shall be debited from the payment accruing to the contractor in future.

8. **Force Majeure:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment 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 the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

9. **Specification:** The Seller guarantees to meet the specifications as per Part-II of RFP.

10. **Warning Clause:** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:-

- |                              |   |   |
|------------------------------|---|---|
| (a) First Complaint          | - | Verbal Warning  |
| (b) Second & Third complaint | - | Written Warning   |
| (c) Fourth & Fifth Complaint | - | Deduction of ¼ amount of the monthly bill.  |
| (d) Sixth Complaint          | - | Issue of Show Cause notice and right of termination of contract after hearing the concerned party |

11. **Transportation:** While the period of home delivery of rations to officers and sailors residing in various places of Delhi/NCR, NOIDA etc. any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the supplier and the Navy as such shall not be a party to it.

12. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the conditions and standards valid for the deliveries of the same stores for specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to.

13. **Quality Assurance:** The goods supplied under the contract should conform to the standards, quality and specifications as mentioned in Part-II of this RFP.

14. **Inspection Authority:** The inspection of vehicles will be carried out by personnel nominated by the Commanding Officer, INS India before conclusion of contract for correctness of quality and documents.

15. The Officer operating the contract will be the Commanding Officer, INS India, New Delhi.
16. The vehicles along with one loader per each vehicle are required to report at SVY(N) premises by 0900 hrs on the required day and dates as directed by this office in road worthy condition with all supported valid documents of the vehicles.

### **Part V – Evaluation Criteria & Price Bid issues**

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying 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 VAT, Service Tax, 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/VAT 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 entailed 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 / VAT 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 regard to rate/quantum of Customs duty / Excise Duty / VAT, 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 VAT 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 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.

2. **Qualification for Technical Bid:** The type/size/No. of transports/loaders required as mentioned below:

S.No.	Type of Transport	Details of requirement	
		Appx. trips in a month	No. of Loaders
(a)	TATA 709 / 12'x6'	64 trips	<b>One Loader</b> on each vehicle / trips

**Note :** The numbers of trips may increase or decrease as per requirement by the user.

**Parameters for Technical Qualification / Compliance Matrix by the Vendor**

Sl	Condition	Compliance	Yes / No
(a)	Copy of Registration No. of the Firm	Attested Documentary Proof	
(b)	Copy of Firm's Income Tax PAN No. & Service Tax No.	Attested Documentary Proof	
(c)	Documents pertaining to the no. of vehicles owned	Attested Documentary Proof	
(d)	Experience certificate / work order for providing services to Govt./ Govt undertaking/Private Firms for a period of at least 03 years	Work orders	
(e)	Certificates from the ESI and the EPF for employees of the firm.	Attested Documentary Proof	
(f)	Assessment of Income tax for last 03 years	Attested Documentary Proof	

The following conditions may be fulfilled for concluding the contract:-

(a) The vehicles must be in road worthy condition and have covered carriage for carrying the items.

(b) The vehicles should have permanent road permit to ply in Delhi/NCR and NOIDA(UP).

**(c) The following documents are to be submitted with technical bids:-**

(i) All enclosed documents duly receipted.

(ii) A bank draft of Rs. **4,00,000.00 (Rupees Four lakh Only)** for hiring of vehicles in favour of the Commanding Officer, INS India being earnest money as EMD.

(iii) Income Tax Clearance of past three years.

(iv) Firm/Individual should have at least three commercial vehicles registered on their name.

(v) Latest valid PUC certificate.

(vi) Attested photo copies of RC Book of vehicles.

(vii) Character certificate of Driver and loader signed by Gazetted/Commissioned Officer.

(viii) CNG Leak Testing Report.

- (ix) Insurance Certificate of the vehicle (All the vehicles should have valid insurance cover for the whole contract period).
- (d) Experienced certificate in transport business with Govt./Defence organization/Private firms.
- (e) Permission to ply vehicle in Delhi/NOIDA.
- (f) Fitness/Road worthiness certificate for the vehicles.
- (g) Additionally the firms should indicate the following:
- (i) Name and address of the firms with proof.
  - (ii) Whether sole proprietary or partnership.
  - (iii) Whether already registered with other Defence organisation, if so give details indicating No. of transports hired by them.
  - (iv) Number of transports held with the firm with proof.
  - (v) No of workers employed with credential of drivers.
  - (vi) Performance reports from the last contract concluding/operation authority.
- (h) The transport contractor must be financially sound and should have these vehicles on his name. In order to determine the financial status, transport contractor must have annual turnover of at least Rs.15, 00,000/-
- (j) Inspection of vehicles will be carried out by personnel nominated by the Commanding Officer, INS India before concluding the contract.
- (k) Transports will be required at Station Victualling Yard (N), Chanakya bagh, Chanakyapuri, New Delhi-110 011 everyday from 0900 Hrs to till completion of ration delivery and will be utilised for distribution of ration to Officers/Sailors in various areas in New Delhi/NCR and Noida etc. for approx 64 trips in a month as per the attached list of areas which may be changed depending upon addition/deletion of areas at the sole discretion of the Commanding Officer, INS India.
- (l) Transport must have permanent road permit for Delhi/NCR and Noida (UP). Transport will be used generally from Monday to Friday in a week unless occasions arise to change. The details of area covered and days for distribution of fresh and dry ration are enclosed at Appendix 'C' of this tender enquiry.
- (m) The transport will be used for the said purpose by the contractors/ representatives and not for any other purposes while engaged by the Station Victualling Yard (N). Violation of this clause will render the contractor liable for imposition of penalty of Rs. 1000/- per default or termination of contract as deemed fit by the Commanding Officer, INS India.
- (n) The transport provided to the Station Victualling Yard (N) must be in road worthy condition and have covered carriage for carrying the items. They must be in well maintained condition along with up to date papers. Under no circumstances, rations item will be carried in open carriage.
- (p) The contractor is required to provide a driver with valid driving license and relevant documents as well as a loader with each vehicle.
- (q) In case of damage/loss to the ration items due to negligence by the driver or loader of the vehicle, the penalty imposed by the Commanding Officer, INS India would be borne by the contractor.
- (r) Maintenance of the vehicle will be at contractor's own cost.
- (s) In case of increase of diesel prices, by the Govt. during the contacted period, no revision of rates will be considered by the contract concluding authority.

(t) Non arrival of transports on given time will result in hiring of another transport **AT THE RISK AND EXPENSE OF THE CONTRACTOR.** The cost of the ration spoiled on such day will be borne by the contractor. Such a lapse can also lead to termination of the contract at the desecration of the Commanding Officer, INS India without assigning any further reasons.

(u) Any break down of transport during deployment on duties and the loss resulting due to non delivery would be borne by the contractor.

(v) Any dispute or difference of opinion arising in respect of interpretation, effect of application of these conditions for the amount of damages recoverable from the contractor in such a manner and on such a evidence or information and Officer-in-Charge, Station Victualling Yard (N) may think fit, the decision of the Commanding Officer, INS India, New Delhi shall be final and binding to both the parties.

3. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details on their letter head:-

<b><u>Sl No.</u></b>	<b>Type of Transport</b>	<b>Appx. No. of Trips with one loader per month</b>	<b><u>Basic Price (Per trip with one loader)</u></b>	<b>GST</b>	<b>Total Amount for one month</b>
(a)	(b)	(c)	(d)	(e)	(f)
(i)	LPT 709 /12'x6'	64 Trips (approx)			
<b>Total Amount for Three Years</b>					

Thanking you,

SdXXX  
(SC Choudhary)  
Lt Commander  
Officer-in-Charge, SVY(N)  
for Commanding Officer

**Appendix 'A'****COMPLIANCE MATRIX BY THE VENDOR**

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

<b>Ser No</b>	<b>Clause</b>	<b>Compliance</b>	<b>Yes/No</b>
01	Para 7 part I of RFP. Documentary proof of VAT/CST Registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
02	Para 14 part I of RFP – EMD In case vendor is registered with DGS&D, NSIC or any other Govt. organisation, please enclose self-attested copy of valid registration certification	Self-attested documentary proof attached	
03	Para 2 of Part II of RFP – Delivery/contract Period	Please indicate delivery/contract period is acceptable	
04	Para 4 Part II of RFP Confirmation to all technical specifications and requirements as per Part II of RFP.	Please specify variations if any clearly in the technical bid in case of two bid system and in commercial bid in case of single bid.	
05	Para 1, Part IV of RFP	Acceptance of PBG Clause	
06	Para 5 and 7, part IV of RFP	Acceptance of E-payment and Payment terms	
07	Para 1 of part V of RFP	Acceptance of evaluation criteria	
08	Para 2 of Part V of RFP	Acceptance of Service Charges & Cleaning material	
09	Acceptance of Standard Conditions of Contract as per DPM – 09	Standard Conditions of Contract as per DPM – 09 have been read and understood in all aspects and acceptable, and there is no objection to including the same in the Contract Agreement.	

**Office Stamp****Signature of Bidder**

**Form DPM-11**

**Model ECS Mandate Format**

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

**Credit Clearing Mechanism**

- 1. Customer's name :
- 2. Particulars of Bank Account :
  - (a) Bank name :
  - (b) Branch name :
  - (c) Address :
  - (d) Telephone numbers :
  - (e) IFS code :
  - (f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank :
  - (g) Account Type (S.B. Account/Current Account or Cash) :
  - (h) Ledger number :
  - (j) Ledger Folio number :
  - (k) Account number as appearing on Cheque Book :
- 3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
- 4. Date of Effect :

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

Date: (.....)  
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (.....)  
Date: Signature of the Authorized Official  
from the Bank

<b>DETAILS OF RATION DISTRIBUTION AREA AND VEHICLES REQUIREMENT</b>					
S.NO.	AREA CODE	AREA	REQUIREMENT OF VEHICLES PER DAY	NO. OF TRIPS PER MONTH	
			LPT 709/ 12'x6'	LPT 709/ 12'x6'	TOTAL
1	E1	MOTI BAGH, NANK PURA, DK I & DK II, RK PURAM (SEC 12), NSB I & NSB III, VIKRAM VIHAR, SEKHON VIHAR, ARJUN VIHAR, DWARAKA, SALARIA	3	13	13
	C3/S & E3/S				
	B2 & A4				
2	C1, C2, C3	SANGLI APPT., PRINCES PARK, AKBAR ROAD, RAKSHA BHAWAN, MAR HOSTEL, CURZEN ROAD, CHANAKYAPURI, RK PURAM(SEC-II), MUNIRKA, VASANT KUNJ, NARAINA VIHAR, PACHIM VIHAR, PUNJABI BAUGH, NETAJI NAGAR, RK PURAM (SEC-13) & NSB-II (NARAINA)	3	25	12
	D3 & D3/S				
3	A1	KALKAJI, CR PARK, GK- I & II, IIT, SAKET, HAUZ KHAS, JANAKPURI, MAYAPURI, VIKASHPURI, RAJAURI GARDEN, ANUJ VIHAR, SP MARG, FRIENDS COLONY, MALVIYA NAGAR	3	13	13
	D1				
	D2				
4	E2	KAKA NAGAR, BAPA NAGAR, KOTA HOUSE, PV HOSTEL, LODHI ESTATE, JODHPUR HOSTEL, RAVINDRA NAGAR, BHARTI NAGAR, DEFENCE COLONY, PANDARA ROAD, LAJPAT NAGAR, SHANKAR VIHAR, NOIDA (SEC-21&25), NOIDA (SEC-28, 29, 37 & 52), NOM (VARUNA), SUBROTO PARK, R&R HOSPITAL	3	13	13
	A3				
	B1 & B3				
<b>Total</b>				<b>64</b>	<b>64</b>

**Note : The numbers of Trips may increase or decrease as per requirement.**













