

Tel: 26104679

WESEE
Ministry of Defence
West Block-V, Wing - 1
R K Puram
New Delhi - 110 066

SAR/192/SCS/TPT

01 May 18

To,

As per approved vendor list for LTE

INVITATION OF BIDS FOR HIRING OF CARS ON RATE CONTRACT BASIS
LIMITED TENDER ENQUIRY

REQUEST FOR PROPOSAL (RFP) No. SAR/192/SCS/TPT dated 01 May 18

1. Bids under **two bid systems** (Technical-Bid and Commercial-Bid) in sealed covers are invited for concluding Rate Contract for Hiring of Cars by this office, on as required basis, for a period of **three years**. Details / types of Cars to be hired, Scope of Contract etc. are **listed in Part II of this RFP**. Please highlight the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed covers to avoid the Bid being declared invalid. In case of this two bid system, please also highlight 'Technical-Bid' and 'Commercial-Bid' on the respective sealed covers.
2. The address and contact number for sending bids or seeking clarification regarding this RFP are given below:-

- (a) Bids/queries to be addressed to:-

Director General
(Kind Attn: Cdr AK Pandey)
WESEE, MoD
West Block – V
RK Puram
New Delhi – 110066

- (b) Postal address for sending the Bids:-

Director General
(Kind Attn: Cdr AK Pandey)
WESEE, MoD
West Block – V
RK Puram
New Delhi – 110066

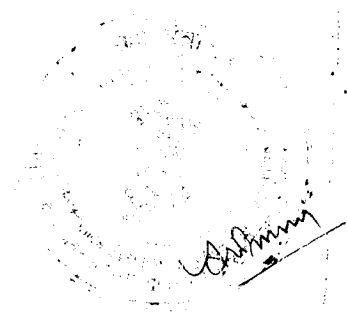


- (c) Name/Designation of the contact personnel : Cdr AK Pandey
- (d) Telephone No. of the contact personnel : 011- 26182568
(Mon – Fri: 0900-1730 hrs)
- (e) E-mail ID of the contact personnel: weseehodscs@navy.gov.in
(Note: e-mail is not considered as means of official correspondence)
- (f) Fax Number : 011- 26101143

3. This RFP is divided into five parts as follows:-

- (a) **Part I.** Contains General Information and Instructions for the Bidders such as the time, place of submission and opening of tenders, validity period of tenders, etc.
- (b) **Part II.** Contains details of the items/services required, technical specifications, delivery period, consignee details etc.
- (c) **Part III.** Contains Standard Conditions of RFP such as Liquidated Damages (LD), duties, taxes etc.
- (d) **Part IV.** Contains of the RFP consists of the commercial aspects of the procurements/services like payment terms, performance guarantees and guarantee against warranty servicers etc, to be performed b the Seller.
- (e) **Part V.** Defines the criteria for evaluation and commercial bid issues.

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



PART I: GENERAL INFORMATIONS

1. **Last date and time for depositing the Bids.** **23 May 2018, 1430 hrs (Wednesday).** The sealed bid (Technical and Commercial Proposals) as per Appendix 'A' & 'B' should be deposited/reach in two separate sealed envelopes (the envelope should clearly state Technical bid or Commercial bid, this letter No. and the purpose) by the due date and time. The responsibility to ensure this lies with the Bidders.
2. **Manner of depositing the Bids.** Sealed bids should be dropped in the Tender Box marked as '**WESEE TENDER BOX**' at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or E-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids.** **23 May 2018 (Wednesday)** 1500 hrs. (If due to any exigency, the due date for opening of the bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box.** WESEE, Ground Floor, West Block-V, RK Puram, New Delhi. Sealed bids should be dropped in the Tender Box marked as WESEE kept near the reception office at main entrance of West Block-V. Only those bids that are found in tender box will be opened. Bids dropped in the wrong tender box will be rendered invalid.
5. **Place of opening of the Bids.** WESEE, Ground Floor, West Block – V, RK Puram, New Delhi. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important technical /commercial clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This even will not be postponed due to non-presence of your representative.
6. **Type of Tender and Bids:** This is a **Limited Tender Enquiry and no unsolicited bids will be accepted/entertained by this office in accordance with GFR 2017.** The Bids must be submitted by the bidder under **Two-Bid system** i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers as per the formats at **Appendix 'A'** and **Appendix 'B'** respectively. Only the Technical Bid will be opened on the date mentioned above. Date of opening Commercial Bid will be intimated after acceptance of Technical bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like PAN and GST numbers, Bank address with NEFT Account details, 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 Bids. Copies of the query and clarification shall be sent to all prospective bidders receive the bidding documents.

9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No 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.

10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

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

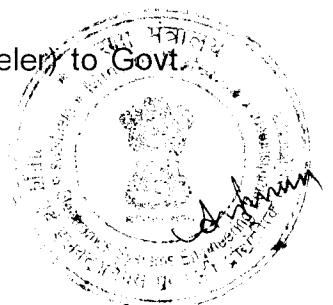
12. **Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect** reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid for a period of **180 days** from the last date of submission of the Bids.

14. **Earnest Money Deposit.** All the completed tender documents should be submitted along with Earnest Money Deposit (EMD) for an amount of Rs. 14,400/- (Rupees Fourteen Thousand Four Hundred only) by way of demand draft in favour of Director General, WESEE, payable at Delhi. The EMD draft shall be placed with the bid. On opening of commercial quotes, earnest money will be returned to all except the L1 firm (which will be arrived at by a board of officers by way of screening the submitted Commercial bids). No interest will be paid on the amount of earnest money held by Indian Navy in the context of the project. EMD would stand forfeited if successful tenderer withdraws amends, impairs and derogates from the tender within the validity period of different phases of the related project.

15. **Documents to be submitted.** The bidder should submit the following documents along with the technical bid:-

- (a) Experience certificate of work for supplying cars (4 Wheeler) to Govt./Govt undertaking for a period of at least 05 years.



- (b) Copy of relevant registration documents certifying its entity as a proprietorship/ partnership /company.
- (c) The documents pertaining to the number of cars owned and the RC copies of the cars which will be put into operations at WESEE. The manufacturing year of the vehicles to be supplied shall be year 2016-17.
- (d) Certificate from the ESI & EPF for employee of the company/firm (if applicable for the firm).
- (e) Certificate of Sales Tax Clearance, Income Tax Clearance, PAN document.
- (f) Audited Balance Sheets for the last 03 years. Annual turnover of the firm should be Rs. 10,00,000/- or above.
- (g) Vehicle should be registered for commercial use. License copy to be submitted.



PART II: ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED

1. **Details and Types of Cars.** Details / types of transport likely to be hired against this Rate Contract is given below:-

S. No.	Description of Vehicle
(a)	Non-AC Swift Dzire / Ciaz
(b)	AC Swift Dzire / Ciaz
(c)	AC Toyota Innova

2. **Requirement of Transports in Delhi/New Delhi and NCR.** The contractor will provide the required number of transports for plying in Delhi/New Delhi and NCR (Noida, Greater Noida, Ghaziabad, Faridabad and Gurgaon) on as required basis on a particular day and every transport provided by the contractor shall have valid permit from concerned competent authority. Intimation regarding the daily requirement of transports shall be confirmed telephonically by **2000 hrs** on the previous day. The number of transports asked for on a day to day basis, has to be supplied by the contractor irrespective of limitations, if any, specified by any civil authorities at Delhi/New Delhi & NCR. The vehicles will be required for use for 100 Km/11 hrs or 50 Km/6½ hrs (plus extra Kms/Hrs).

3. **Reporting of Vehicles.** The required vehicles will report as directed on date/time notified to the contractor. All vehicles must have sufficient fuel for full day while reporting on duty and should have valid documents like registration book, driving license, Insurance, Road Tax Receipt/ Permit fee/ pollution certificate/ pasange tax/ boarder tax/ mobile phone etc. the vehicle should be licensed and shall confirm to all Govt rules and regulation being the force from time to time. If the vehicle does not report at the requisitiond time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of the car, if rejected.

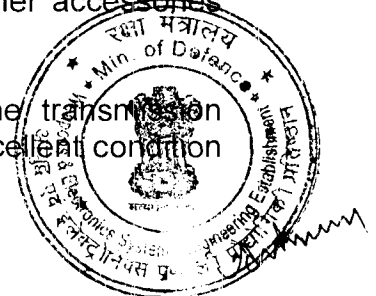
4. **Appearance / Condition of vehicles.** Every transport provided by the contractor has to be in perfect running condition. It is to be noted that the contract is liable to be cancelled at any point of time subject to non-fulfillment of the following requirements:-

(a) **Vintage of Car.** Vintage of car should be of year 2016 or later. Total mileage of car millimeter should not be more than 80000 KMs.

(b) **Interiors.** Complete upholstery, décor and floor-mats have to be new without any damage and maintained in very neat condition at all times.

(c) **Exteriors.** The body has to be free from any dent and scratches. The exterior paint, lights, bumpers, windows, windshields and other accessories have to be maintained in immaculate condition at all times.

(d) **Engine, Transmission and Suspension.** The engine, transmission and suspension of the transports should be maintained in excellent condition



at all times. The transports should provide smooth ride without jerks or vibration and should have good pickup.

(e) **License and Fuel.** Commercial license issued by the competent authority for plying in the region of NCT Delhi/all India permit will only be hired. The vehicles have to be running on CNG/Petrol. No diesel engine vehicle will be hired.

5. In order to establish the eligibility, the bidders will have to furnish the following documentary evidence along with the Technical Bid:-

(a) The bidder shall have a minimum of 06 cars (None AC/ AC) of model not later than 2016 BS IV in their **own name** or in the **name of the firm**. The bidders shall have to furnish attested or notarized legible copies of Registration Certificates for cars owned by the firm. **The bidder will have to parade the cars during T-bid evaluations.**

(b) The firm shall have minimum annual turnover of Ten Lakhs for the last three financial years. Copies of audited balance sheet for the last three financial years should be attached.

(c) The firm should have experience of supplying approximately 10 Cars per day to any organisation. Copy of job order along with satisfactory completion report from the concerned organisation should be attached.

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

(e) The firm should have valid Sales Tax/ Service Tax / GST Registration. Copies of the registration certificate(s) along with the copies of last premium paid should be attached.

(f) The contractor must have an office in Delhi Area and round the clock contact telephone number for keeping easy contact.

(g) Journey within Delhi/ NCR area will be treated as local journey.

(h) The maintenance cost, charge of fuel (Petrol/CNG), road tax, permit fee, passange Tax, Boarder Tax, Challan, Salary of the driver, the overtime and mobile phone charges of driver etc, are the responsibility of the contractor and should eb paid by the Contractor.

(i) The vehicle should have valid commercial permit of NCR operation. Copy of license to be submitted.

6. **Break downs.** In case of breakdown of the vehicle, the contractor shall provide a suitable replacement within one hour of receipt of information. In case replacement is not provided by the contractor within this period of time, the user will be free to make alternate arrangement and expenditure incurred thereby shall be borne by the contractor.

7. **Scope of Rate Contract.** The proposed Rate Contract will be an agreement between the Buyer and the lowest bidder (supplier) to supply hired cars included in this tender at specified prices, terms & conditions during the period of the contract. Rate Contract will be in the nature of a standing offer concluded for a **period of three years** from the effective date of contract, with 10% rise in rate every year towards increase in rates of maintenance and drivers' salary. Neither any quantity nor any anticipated drawl is guaranteed. As the Rate Contract is a standing offer, either party (seller / buyer) can revoke it at any time after giving a reasonable notice (at least 60 days in advance) and opportunity. However, once a supply order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contract and the supplier will be bound to supply the ordered quantity.

8. **Delivery Period.** The successful bidder / contractor will sign an agreement with the Buyer within 30 days from the date of written intimation to this effect. Supply order / Job order will be issued against the contract agreement for hiring of transports on as required basis. Intimation regarding the daily requirement of vehicles shall be conveyed telephonically at or before **2000 hrs** on the previous day. Please note that Contract can be cancelled unilaterally by the user in case contracted items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

9. **Papers of the Vehicle.** The papers of the vehicle should be complete e.g. Registration, Permit, Tax, Insurance, Pollution Check and Fitness Certificate at owner's cost. No extra charge will be permissible in such cases.

10. **Drivers.** Drivers reporting for duty should be in possession of valid driving license and badges as applicable. The contractor shall ensure that the antecedents of the drivers are verified by the police and they are in possession of the same while on duty. The following requirements have to be strictly followed:-

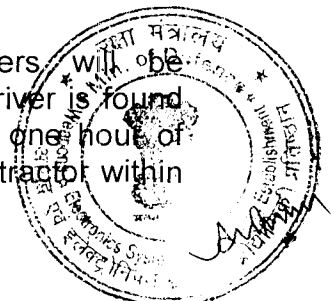
(a) The drivers of the vehicle should be well turned out and properly shaved/groomed.

(b) The driver should be of good character and courteous in behaviour. The contractor shall be responsible for discipline of the drivers deployed by them.

(c) The drivers will carry their packed meals. The drivers will not leave their place of duty, unless permitted to do so by the user. No mileage will be allowed for any lunch/tea break.

(d) Drivers should be well conversant with roads and localities and should be consistent and punctual on their duties. They should have a minimum of 5 years' experience of driving in Delhi/New Delhi. They should be in possession of latest Road Map of Delhi/New Delhi/NCR.

11. **Inspection of Vehicles and Drivers.** All vehicles and drivers will be inspected by staff of WESEE/SCS Group on daily basis. If vehicle / driver is found unsuitable, the contractor shall provide a suitable replacement within one hour of receipt of information. In case replacement is not provided by the contractor within



less than one hour, the user will be free to make alternate arrangement at the risk and cost of the contractor.

12. **Pre-bid Conference.** In order to clarify various Technical and Commercial aspects of the RFP, a pre-bid conference is scheduled to be held at **WESEE, West Block-V, Wing No.1, RK Puram, New Delhi – 110066** at **1500 hrs on 15 May 18.** All prospective contractors are required to attend the pre-bid conference.

13. **Accidents.** In circumstances, when the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to the vehicle, driver, passenger or any third party, the responsibility for any legal or financial implication shall rest solely with the contractor. The Director General of WESEE or the Indian Navy or the Government of India shall have no liability, whatsoever, in this regard.

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

15. **Duty Slips.** Contractor is to ensure that duty slips are signed by USER on the same day and submitted to the office of WESEE/SCS Group every week. Separate space of additional KM is to be provided and to be signed by the user where applicable.

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

(a) The bidder shall have a minimum of 06 cars (Non AC / AC) of model not older than 2017 EURO III in their own name or in the name of the firm. The bidders shall have to attach legible copies of the Registration Certificates with the technical bid for six cars owned by the firm.

(b) The firm shall have a minimum annual turnover of Ten Lakhs for the last three financial years. Copies of audited Balance Sheet for the last three FYs should be attached with the technical bid.

(c) The firm should have experience of supplying approximately 10 cars per day to any Government organization.

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

(e) The firm should have valid GST Registration number and copy of the same should be attached.

17. **Safety Guidelines**

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



- (b) The vehicle used for the purpose shall not be driven by a driver who:-
- (i) Has less than five years' experience of driving transports.
 - (ii) Has been issued Challan **more than twice in a calendar year** on account of violation of stop line, or violating the restriction in respect of overtaking, or jumping red (stop) lights or violating parking regulations or allowing unauthorized person to drive.
 - (iii) Has been issued Challan or charged with the offence of over speeding, drunken driving or driving dangerously or for the offences under sections 279 (rash driving or riding on a public way); 337(causing hurt by act endangering life or personal safety of others); 338(causing grievous hurt by act of endangering life or personal safety of others); or 304 (culpable homicide not amounting to murder) of the Indian Penal Code 1860 (45 of 1860).

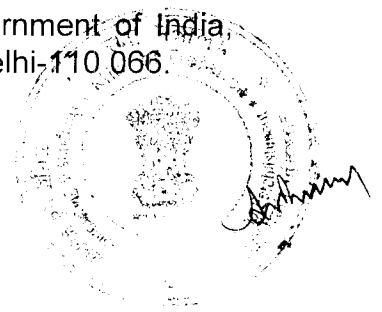
18. **Rate Revision.** No change in the rates will be effected until and unless rise/fall of fuel prices is notified and brought into force by the Government of India and any such change will be considered on proportionate increase/decrease of fuel prices as per following formula:-

- (a) Increase/Decrease of Rs. 0.50 per liter - **No change**
- (b) Increase/Decrease of Rs. 0.51 per liter of above over price as on the date of contract will be calculated as per following norms:-
 - (i) Rate of fuel consumption for Non AC Car – 12 Kms per liter
 - (ii) Rate of fuel consumption for AC Car – 10 Kms per liter.
 - (iii) Daily hiring for 100 Kms. Hence daily fuel consumption works out:-
 - (aa) Non AC Cars - 8.33 liters
 - (ab) AC Cars - 10.00 liters
 - (iv) Let price increase/decrease be Z. Therefore, Increase/decrease in Rates, the calculation will be:-
 - = Z X 8.33 for Non AC Cars
 - = Z X 10 for AC Cars

Revised Rate = Existing Rate + increase/decrease due to fuel cost Variation.

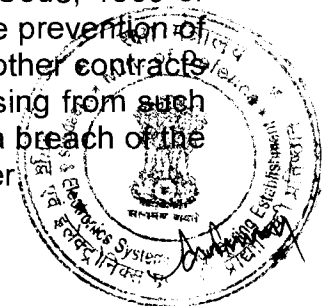
- (c) A maximum of 5 Kms each way will be allowed from Garage to designated duty place and back (to be accounted for in 100 Kms.)

19. **Consignee details.** The Director General, WESEE, Government of India, Ministry of Defence, West Block -V, Wing No. 1, R K Puram, New Delhi-110 066.



PART III: STANDARD CLAUSES OF CONTRACT

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 Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signing 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 contract.
3. **Arbitration.** Disputes during the currency of the Contract shall, in the first instance, be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the Contract, failing which the Parties can resort to Arbitration. Any question, dispute or difference arising under the Contract except as to any matter, the decision whereof is specially provided for in this Contract shall be referred to the sole arbitration of the Director General WESEE, New Delhi, or in case of his being unable or unwilling to act as Arbitrator, to some other person appointed by him. It will not be valid objection that the Arbitrator is a Government servant and that he had to deal with the matters to which the Contract related or that in the course of his duties as a Government servant he had expressed views on all or any of the matters, disputes or differences. The award of the Arbitrator shall be final and binding on the Parties. The Arbitrator shall be entitled to extend the time of award by consent of the Parties from time to time. The venue of Arbitration and the expenses of Arbitration will be in the discretion of the Arbitrator. Subject as aforesaid, the Arbitration and Conciliation Act 1996, and the rules made there under and any statutory modification being in force shall be deemed to apply to the Arbitration Proceedings under this condition. Performance under this Contract shall, however, continue during Arbitration Proceedings and no payment due to or payable by the Parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of Arbitration Proceedings.
4. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.



5. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

6. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores 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 Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract alongwith 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 the Books of Account.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer shall provide necessary information/inspection of the relevant financial documents/ information.

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

9. **Liquidated Damages (LD).** In the event of the SELLER's failure to submit the Bonds, Bank Guarantees and Documents or supply the transports as per schedule specified in this contract, the BUYER may, at his discretion withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed services for every week of delay or part of a week during the month subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.



10. **Termination of Contract.** Notwithstanding any provisions contained herein, the Buyer may at any time after giving three months written Notice, terminate the Contract in whole or in part by requiring the Seller to discontinue the performance of any or all of the services or work mentioned herein. In which case the Seller shall have no claim against the Buyer by reason of such termination, except that the Buyer shall pay to the Seller all amounts due to the Seller on account of work already completed by the time of issue of termination letter, but the Buyer shall not be liable to pay any bonus, damage or other claims of the Seller for loss of expected profit on, or interest in, the incomplete portion of the work and services.

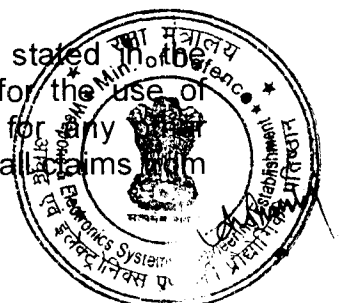
11. **Transfer and Subletting of Contract.** The Seller shall not sublet, transfer or assign the Contract or any part thereof without the written permission of the Buyer. In the event of the Seller contravening this condition, the Buyer shall be entitled to place the Contract elsewhere on the Seller's account at his Risk and Expense and the Seller shall be liable for any loss or damage which the Buyer may sustain as a consequence of or arising out of such replacing of the Contract. The grant of permission in such cases will not absolve or affect the obligations of the Seller under this Contract.

12. **Penalty Clause.** In case the vehicle provided by the firm are not found as per terms of the contract on inspection by the contract operating authority, customer may impose a penalty for the deficiencies. The amount of penalty for the following deficiencies are indicated against each:-

(a)	Vehicle not clean	-	Rs. 300/-
(b)	Vehicle breakdown	-	Rs. 300/-
(c)	Driver not in assigned uniform	-	Rs. 100/-
(d)	Bad odour in car	-	Rs. 200/-
(e)	Dirty upholstery/Seat covers	-	Rs. 200/-
(f)	Unsatisfactory services	-	Rs. 500/-
(g)	Late reporting	-	Rs. 200/-
(h)	Any deficiency in specifications	-	Rs. 100/- on each item

The above penalties will be deducted from sellers bill and shall not exceed an amount of Rs. 500/- per hired car at one occasion. These penalties will be imposed in addition to other clauses like Risk & Expenses, Short Closure of contract, termination of contract etc. on identification of the deficiencies as brought out above, the contractor will be required to replace the car with another one for future hiring so as to meet the requirements.

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 industrial property rights. The Seller shall indemnify the Buyer against all claims



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 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.**

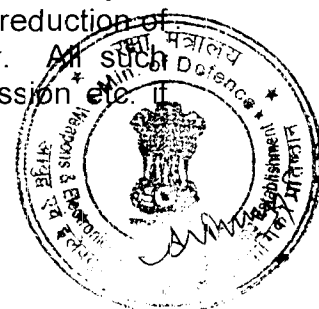
(a) If Bidder desires to ask for Excise duty, Sales Tax/VAT, Service tax extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If re-imbursement 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 included 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 upto the limit of exemption which he may have, if any concession available in regard to rate/quantum of any duty/tax, it should be brought out clearly. Stipulation 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 the other bidders.

(e) Any change in 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 re-imbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. 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 Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

Note: - This is a Limited Tender Enquiry and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the **estimated annual contract value** within 30 days of signing of this contract. Performance Bond will be valid up to 90 days beyond the date of completion of the contract.

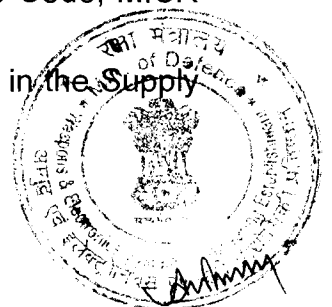
2. **Option Clause.** The contract will have an Option clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contractual quantity in accordance with the same terms and conditions of present contract. This will be applicable within the currency of contract. The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

3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract at the same cost, terms and conditions. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat Order or not.

4. **Paying Authority.** The DCDA(Navy), Project Seabird, 1st Floor, West Block-V, RK Puram, New Delhi – 110066.

5. **Payment Terms.** The payment of bills will be made through DCDA(Navy), New Delhi on submission of the following documents by the Seller:-

- (a) Ink signed copy of Contingent Bill/Seller's Bill.
- (b) Ink signed copy of commercial invoice/Seller's Bill.
- (c) Supply Order /Contract
- (e) Copy of Performance Bank Guarantee
- (f) Details of Electronic payment viz. Account holder's name, Bank and Branch Name & address, Account type, Account Number, IFSC Code, MICR Code.
- (g) Any other documents/certificate that may be provided for in the Supply Order/contract.
- (h) User Acceptance / Satisfactory Performance Certificate.



6. **Submission of bills.** Monthly bills for bonafide use of vehicles are to be submitted by the contractor latest by 10th day of the subsequent month to WESEE/SCS Group along with the requisition /duty slips issued. Kilometers logged from the contractor's premises to place assigned for reporting on duty and from user's place to the contractors premises are not payable under the hiring arrangement. However, a maximum of 5 Kms each way will be allowed from contractor's premises/garage to designated duty place and back.

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

8. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheque, wherever feasible. 100% payment will be made on delivery and acceptance by the USER, on production of the requisite documents.

9. **Paying Authority.** All payments will be made by the office of Deputy Controller of Defence Accounts (Navy), Project Seabird, West Block – V, RK Puram, New Delhi. The payment of bills will be made on submission of the monthly invoice along with duty slips.

10. **Fall Clause.** The price charged for the stores / services to be supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the services or offer to sell services of identical description to any persons / organisation including the purchaser or any department of the central government or any department of state government or any statutory undertaking. In the event of such a fall the supplier forthwith will notify such reduction or sale or offer of sale and the price payable under the contract for the services shall stand correspondingly reduced.

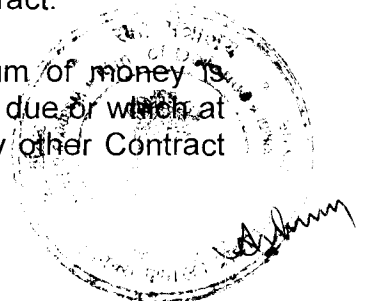
11. **Publicity.** The Seller shall not permit or allow any information regarding the contracted work to be published in any Scientific, Engineering Journal or Newspaper, Periodicals and Publications without first obtaining the written consent of the Buyer.

12. **Compliance with Statutory and other Regulations.**

(a) The Seller shall in all matters arising in the performance of the Contract, conform at their own expense, with the provisions of all Central or State Statutes, Ordinances or Laws and the Rules, Regulations or Bye-laws of any local or other duly constituted authority and shall keep the Buyer indemnified against all penalties and liabilities of every kind for breach of any such Statute, Ordinance, Law, Rule, Regulation Or Bye-law.

(b) The Seller shall give all Notice and pay all Fees and Taxes required to be given or paid under any Central or State Statutes, Ordinances or other Laws and Rules, Regulations or Bye-laws of any local or other duly constituted Authority in relation to the services under this Contract.

13. **Recovery of Dues.** Whenever under the Contract any sum of money is **payable** by the Seller, the same will be deducted from any sum then due or which at any time thereafter may become due to the Seller under this or any other Contract with the Buyer.



14. Provided that if any time, there is any change in the constitution of the Seller's Company, the Buyer shall have the right to terminate the Contract forthwith. The Seller shall not be entitled to any compensation on this account but will be paid all amounts due to the Seller on account of work already completed by the time of issue of termination letter, after adjustment of the sum of money, if any, payable by Seller to Buyer. However, the Buyer shall not be liable to pay any bonus, damage or other claims of the Seller for loss of expected profit on, or interest in, the incomplete portion of the work and services.

15. **Termination for Default.** Without prejudice to any other legal remedies available, either Party may unilaterally terminate this Contract in whole or in part, due to one Party's breach with regard to any of its material obligations under this Contract which remain uncorrected for three (3) months after a written request from the non-defaulting Party on asking the defaulting Party to remedy the same by the means of a Registered Letter with acknowledgement of receipt. Any such termination shall be notified by the non-defaulting party to the defaulting party by the sole means of a second registered letter with acknowledgement of receipt.

16. However, before the effective date of such termination, a conciliation meeting shall take place at the initiative of the non-defaulting Party. Should the Parties fail to reach an agreement during the meeting, the termination shall be effective at the date of notification of the failure to reach an agreement made by the non-defaulting Party to the defaulting Party.

17. In case the termination is sought by the Buyer due to reasons of either non-adherence to timely delivery or inability of Seller to ensure delivery, spares of specified quality/quantity or willful breach of Contract, the Buyer has the right to purchase the items by any means at the Seller's Risk and Expense provided always that in the event of cost of purchase as certified by the Buyer, which is final and binding being less than the Contract cost, the advantage shall accrue to the Buyer. In case, the Buyer completes the purchase under the provision of this clause, the cost of such completion to be taken into account in determining the excess cost to be charged from the Seller under this clause shall include the cost of materials purchased and/or wages of Labour provided by the Government, with an addition of such percentage to cover superintendence and establishment charges, as may be decided by the Buyer, whose decision shall be final and binding.

18. **Contract Closure.** If at any time during the currency of this Contract, an order or decree of a competent Court be made or resolution passed for the winding up of the Seller's concern, the Buyer shall have the right to terminate the Contract by giving 15 days' Notice in writing but without prejudice to any right accrued to either Party due to such termination.

19. **Amendment or Waiver of the Provisions of the Contract.** No amendment or modification of this Contract shall be valid unless the same is made in writing by both the Parties and their Authorized Agents specifically stating the same to be an amendment or modification of this Contract. Failure for any reason whatsoever to enforce any or all of the terms and conditions of this Contract shall not be deemed to operate as or constitute a waiver of the terms itself and such failure shall not be deemed to affect the rights of the Parties concerned for taking action, as provided under this Contract, against any breach of the provisions of this Contract.



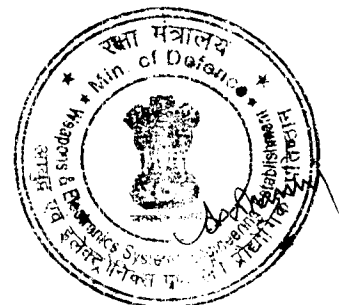
20. **Force Majeure.** If either of the Parties suffer delay in due execution of their contractual obligations due to the operation of one or more of the Force Majeure events such as but not limited to, acts of God, War, Flood, Earthquake, Strikes, Lockouts, Fire, Epidemics, Riot, Civil Commotions etc, the agreed time for the completion of respective obligations shall be extended by a period of time equal to the period of the delay occasioned by such events. On the occurrence and cessation of any such events, the Party affected thereby shall give Notice in writing to the other Party within 15 days of occurrence/cessation of the event concerned. If the Force Majeure conditions continue beyond 30 days, the Parties shall mutually decide about the future course of action.

21. **Jurisdiction.** The Contract shall be governed by and interpreted in all respects in accordance with Indian Law. In interpreting this Contract no regard shall be taken of the section headings, clause headings and schedule headings which are for convenience of reference only. All Suits arising out of the performance of this Contract shall be instituted in a Court of Jurisdiction located within the Municipal limits of Delhi and in no other Court.

22. **Address for Service of Notice.** Any Notice, Request, Requirements, Approval, Permission, Consent or other communication required, authorized, permitted or contemplated to be given hereunder by the Seller to the Buyer shall be in writing, signed by or on behalf of the Seller and shall be deemed to have been delivered, if mailed by Registered Mail or by Tele Fax to the Buyer at the following address or to any other place which the Buyer may specify by Notice to the Seller in writing:-

The Director General,
WESEE,
Ministry of Defence
West Block 5, Ground Floor, Wing I,
R K Puram, New Delhi-110 066

23. Any Notice, Request, Requirements, Approval, Permission, Consent or other communication required, authorized, permitted or contemplated to be given hereunder by the Buyer to the Seller shall be in writing, signed by or on behalf of the Buyer and shall be deemed to have been delivered, if mailed by Registered Mail or by Tele Fax to the Seller or to any other place which the Seller may specify by notice to the Buyer in writing.



PART V: EVALUATION CRITERIA AND PRICE BID ISSUES

1. Evaluation and Acceptance Process.

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

(b) In respect of Two-Bid system, the Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment/items, terms & conditions as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Commercial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the Bidder as per the Price Format given at **Appendix 'B'** to this tender enquiry/RFP. The price-bids shall be submitted in separate sealed envelopes.

(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.

2. Instructions for Filling up Price-Bid

(a) The tenderer 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 is required to be signed by the bidder submitting the tender.

(e) The tender submitted on behalf of a partnership firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected.

(f) This organisation does not bind itself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.




Credibility, good services and vehicles in good operational conditions etc. will also be considered for award of contract.

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

4. **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. SAR/192/SCS/TPT DATED 01 MAY 2018'.


(AK Pandey)
Commander
Senior Systems Manager
for Director General, WESEE



Appendix 'A'

(Refers to Para 6 of Part I of RFP)

**TECHNICAL BID FOR HIRING OF CARS ON RATE CONTRACT BASIS
FOR DELHI / NEW DELHI / NCR**

(To be submitted in a separate sealed envelope)

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

Further, we have read carefully the Tender Enquiry and all the terms and conditions etc. mentioned in the Tender Enquiry bearing No. SAR/192/SCS/TPT dated 01 May 18 and we accept all the stipulation.

S. No.	Technical Specification	Yes / No
(a)	Whether the firm has a minimum of 06 cars of 2017 EURO III or above? <i>(Please attach copies of 06 Registration Certificates with this Bid)</i>	
(b)	Whether all the cars having white upholstery, décor and floor mats & maintained?	
(c)	Whether all the cars free from any dent and scratches?	
(d)	Whether engine, transmission and suspension of all the cars will be maintained in excellent condition all the times & maintained?	
(e)	Whether firm has a minimum annual turnover of ten lakhs for the last three years? <i>(Please attach Balance Sheet of last three financial years with this Bid)</i>	
(f)	Whether firm has experience of supplying approximately 10 cars per day to the any Govt organization? <i>(Please attach copy of job order from the concerned organization with the Bid)</i>	
(g)	Whether firm/proprietor has valid PAN Number? <i>(Please attach copy of PAN and last IT Return with this Bid)</i>	
(h)	Whether firm has valid GST Registration? <i>(Please attach copy of GST Registration with this Bid)</i>	
(j)	Whether all the drivers are having minimum 5 years driving experience and have valid driving license?	
(k)	Whether all the drivers are conversant with Delhi, Delhi NCR roads and localities?	
(l)	Payment Terms: Acceptable as per RFP.	
(m)	Whether penalty clauses acceptable	

Firm's Seal and Date

Signature of Authorised Signatory

NOTE: Necessary documentary proofs are to be attached with this bid.

Appendix 'B'

(Refers to Para 6 of Part I of RFP)

**COMMERCIAL BID FOR HIRING OF CARS ON RATE CONTRACT BASIS
FOR DELHI/NEW DELHI/NCR**

(To be submitted in a separate sealed envelope)

Note: **ONLY RATES ARE TO BE ENTERED IN THIS BID.** NOTHING IS TO BE ATTACHED TO THIS FORM. THIS BID IN RESPECT OF THOSE FIRMS QUALIFYING IN THE TECHNICAL BID ONLY WILL BE OPENED.

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

RATES

(Overwriting not permitted. Amendments be signed by the Tenderer)

FOR DELHI & NCR

Type of vehicle	Name of vehicle	Rate Rs.	Rate Rs.	Extra Per Hr	Extra Per km
		11 Hrs/ 100kms	6 ½ Hrs/ 50 kms		
Non A/C Cars	Swift Dzire				
	Maruti Ciaz				
	Innova/ Indigo				
AC Cars	Swift Dzire				
	Maruti Ciaz				
	Innova/ Indigo				

Further, we have read carefully the Tender Enquiry and all the terms and conditions etc. mentioned in the Tender Enquiry bearing No. SAR/192/SCS/TPT dated 01 May 18 and we accept all the stipulation.

Firm's Seal & Date

Signature of Authorised Signatory

