

REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CIVIL TRANSPORT

REQUEST FOR PROPOSAL (RFP) No 12021/CHT/2021-22/DGNCC/Lgs Coord dated 18 Mar 2021

Tele: 26195672

महानिदेशालय राष्ट्रीय कैडेट कोर
Directorate General NCC
परिभारिकी निदेशालय (समन्वय)
Logistics Directorate (Coord)
रक्षा मंत्रालय/Ministry of Defence
आर के पुरम/RK Puram
नई दिल्ली/New Delhi-110 066

RFP No. 12021/CHT/21-22/DGNCC/Lgs Coord

18 Mar 2021

M/s _____

**REQUEST FOR PROPOSAL (RFP) FOR HIRING OF
CIVIL TRANSPORT FOR HQ DG NCC, RK PURAM : 2021-2022**

INSTRUCTIONS TO BIDDERS FOR SUPPLY OF LABOUR SERVICES

1. On behalf of the President of India, the sealed bids are invited from bidders for provision of transport service at HQ DG NCC, West Block-4, RK Puram, New Delhi-110066 for the period with effect **from signing contract to 31 Mar 2022** as per schedule of requirements listed in **Part II of this RFP**. The date of commencement is provisional and subject to change to be notified in the Supply Order. The bids will be received upto **1400 hrs on 06 Apr 2021**. The bids will be opened at Library Room of HQ DG NCC, West Block-IV, RK Puram at 1430 hrs on 06 Apr 2021.

2. Please super scribe the “***TENDER FOR HIRING OF TRANSPORT***” and RFP number on the sealed cover to avoid the bids being declared invalid.

3. This RFP is to be submitted for Technical Bid every page duly signed & stamped by the vendor as token of acceptance of terms and conditions mentioned in the RFP.

4. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-

(a) **Bids/queries to be addressed to**. AQMG (Coord), HQ DG NCC, RK Puram.

(b) **Name/designation of the contact personnel**. AQMG(Coord), HQ DG NCC, RK Puram.

(c) **Telephone numbers of the contact personnel**. AQMG (Coord), HQ DG NCC, RK Puram, 011-26195672.

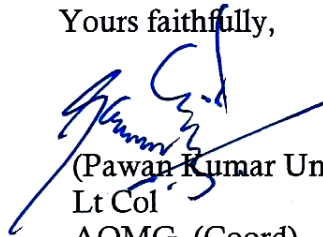
5. This RFP is divided into five parts as follows:-

(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.

(Signature of the Tenderer)

- (b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- (c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.
6. 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. The Buyer also reserves the right to withdraw the **RFP AND REJECT ANY TENDER**, should it become necessary at any stage.
7. Please return this letter along with the complete RFP duly signed as attached.

Yours faithfully,



(Pawan Kumar Uniyal)
Lt Col
AQMGM (Coord)
for DG NCC

8. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date: 2021

Signature of Tenderer

(Name in Block letter)
(Capacity i.e. Proprietor/Partner)

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** 06 Apr 2021 by 1400 hrs. *The sealed Bids, should be dropped in tender box by the due date and time. The responsibility to ensure this lies with the Bidder.*
2. **Manner of depositing the Bids.** Sealed bids envelope containing the following three sealed envelopes should be dropped in Tender Box marked as “TENDER FOR HIRING OF TRANSPORT” :-
- (a) Technical Bids - *envelope to be Submitted as “TECHNICAL BID”*
 - (b) Earnest Money Deposit (EMD) - *envelope to be Submitted as “EMD”*
 - (c) Commercial Bids. - *envelope to be Submitted as “COMMERCIAL BID”*
- (Late tenders will not be considered)***

(Signature of the Tenderer)

3. (a) **Time and date for opening of Technical Bids** : 06 Apr 2021 by 1430 hrs
(b) **Time and date for opening of Commercial Bids** : 13 Apr 2021 by 1500 hrs

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

4. **Location of the Tender Box**: Near Reception Center, HQ DG NCC Office, West Block-IV, New Delhi – 110066. Only those Bids that are found in the tender box will be opened.

5. **Place of opening of the Bids**: Library, HQ DG NCC Office, New Delhi-110066. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.

6. **The cost of the Tender document**. The vendor/firm can purchase this Tender document from Lgs Dte, HQ DG NCC, West Block-IV, RK Puram at the cost of Rs 100/- or by Demand Draft of Rs 100/- in favour of DGNCC Public Fund. Vendor can use downloaded Tender documents free of cost.

7. **Two-Bid System**. Two-Bid system has been adopted and **Technical Bids** will be opened first. **Commercial Bids** in respect of only those firms will be opened, whose Technical Bids are found compliant/suitable after technical evaluation is done by the Buyer. Date of opening of the Commercial Bid, as mentioned above, is tentative. If there is any deviation regarding date for opening of Commercial Bids the same will be intimated to Technically Qualified vendors.

8. **Forwarding of Bids**. Three envelopes, sealed properly, containing (a) **Technical Bid**, (b) **Commercial Bid** and (c) **EMD** and they should be subscribed as “*Technical Bid*”, “*Commercial Bid*” and “*EMD*” respectively on top of envelopes. The envelope marked as “*Technical Bid*” should contain signed and stamped RFP and all other documents required for technical evaluation. The envelope marked as “*Commercial Bid*” should contain duly completed Commercial Bid in prescribed format placed at **Appendix ‘B’** of this RFP. Your Bid should have authorised signature and stamp on it. All these three envelopes are to be placed in an another envelope subscribed as “**TENDER FOR HIRING OF TRANSPORT**” top of it and sealed properly. The same is to be dropped in Tender Box placed near the Reception Centre. The tender box will be subscribed as “**TENDER FOR HIRING OF TRANSPORT**”.

9. **Procedure**. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

10. **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 customer prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

11. **Clarification regarding contents of the Bids**. During evaluation and Comparison of bids, the Customer 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.

(Signature of the Tenderer)

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

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

14. **Validity of Bids.** The Bids should remain valid till **120 days** from the last date of submission of the Bids.

15. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) in favour of the **DG NCC, Public Fund** for an amount of **Rs. 1,00,000 (Rupees one lakh only)** along with their bids 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. EMD is to remain valid for a period of forty five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, after the receipt of performance security. EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and MSME. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. EMD should be kept separately inside the envelope along with quotation in main envelope. **Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.**

16. The approval or rejection to tenders(s) rests with Competent Financial Authority* (CFA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned.

17. Any further information required on application can be obtained on any working day between 10 AM to 04 PM addressed to AQMG (Coord), Logistics Directorate, HQ DG NCC.

18. The Officer(s) operating the contract will be indicated in the supply order/ AT Note.

19. **The process of bills of successful tender will be made by the Camp MT Office, HQ DG NCC Camp, Cariappa Parade Ground, Delhi Cantt-10 and payment will be made by PCDA, 'G' Block, New Delhi. Bills to be submitted by the vendor within seven days of completion of duty.**

20. These instructions on "Invitation of Bid" are to be signed by you and returned along with your bids.

(Signature of the Tenderer)

Conditions & Common QR for Register firm/Vendor

21. **Capacity of the bidder.** The vendor/firm/company should have the minimum number of commercial registered vehicles as given below in the name of vendor / firm / company and vehicles should be registered within the state/NCR (in case of light vehicle) where the firm desires to be business :-

| S/No | Type of Vehicles | No of Vehicles |
|------------------|---|----------------|
| AC/Non-AC | | |
| (a) | Tata Indica/Wagon R/Eco/Santro/ Celerio/similar vehicle of size, cost, power & boot space | 05 |
| (b) | Tata Indigo/ Ertiga/ Maruti Dzire similar vehicle of size, cost, power & boot space | 05 |
| (c) | Toyota Innova Crysta/Scorpio/Honda City/Ciaz | 05 |
| Non-AC | | |
| (d) | Force Traveller/TATA Winger | 03 |
| (e) | Buses 35 Seater | 10 |
| (f) | Buses 52 Seater | 10 |
| (g) | Water Bowser 5000 ltr (Without Water) <i>with pump</i> | 03 |
| (h) | Water Bowser 12000 ltr (Without Water) <i>with pump</i> | |

22. Please attach the details of your vehicles, registered in the name of vendor/firm/company, in following format. The details so furnished should be duly signed and stamped. Please submit separate sheet for cars, Traveler/Winger, Buses and water bowesers :-

| S/No | Manufacturing Company and Name of Model | Vehicle No | Whether AC/ Non-AC | Model | In the Name of Firm/ Proprietary/Company |
|------|---|------------|--------------------|-------|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

23. **Vintage of the Vehicles.** Vintage of the Vehicles which will qualify the vendor/firms/ company for obtaining the contractors are as given as under :-

| S/No | Type of Vehicles | Vintage as on 01 Apr 2021 |
|------|------------------|----------------------------|
| (a) | Light Vehicles | Not more than 05 years old |
| (b) | Buses/Mini Buses | Not more than 06 Years old |
| (c) | Water Bowsers | Not more than 08 Years old |

(Signature of the Tenderer)

PART II- ESSENTIAL DETAILS OF VENDOR/SERVICE REQUIRED

1. **Details of Vendor.** Please fill all the details in proforma given at **Appendix ‘A’** of this RFP and attach documents required to be submitted as the Appendix ‘A’.
2. **Schedule of Requirements.** List of Services required is as follows (for FY 2021-22). All requirements are approximate and subject to increase/decrease as per requirements :-

| S/No | Type of Vehicles | No of Vehicles Required |
|------------------------------|---|-------------------------|
| Car AC and Car Non-AC | | |
| (a) | Tata Indica/ Wagon R/Eeco/ Alto/ Celerio/ similar vehicle of size, cost, power & boot space | 150 |
| (b) | Tata Indigo/Maruti Swift Dzire/Ertiga/similar vehicle of size, cost, power & boot space | 150 |
| (c) | Toyota Innova Crysta, Scorpio, Honda City and Ciaz | 150 |
| BUSES Non-AC | | |
| (d) | Bus upto 35 Seater (Deluxe) | 50 |
| (e) | Bus upto 52 Seater (Deluxe) | 300 |
| MISC VEHICLES | | |
| (f) | Traveller / TATA Winger 18 – 24 Seater | 50 |
| (g) | Water Bowser 5,000 ltr with pump (Without Water) | 100 |
| (h) | Water Bowser 12,000 ltr with pump (Without Water) | |

3. The quantities shown above are approximate requirement. There is no guarantee/surety that the requirement shall remain at this level throughout the period of contract agreement. Also in case DD vehicles (*Service vehicles*) are available in the station and/or brought from outstation, the requirement may reduce proportionately. **Vehicles will be hired on the requirement basis only and there is no commitment on a daily basis.**

NOTES OF THE SCHEDULES

4. The total number of vehicles mentioned in the schedule is an approximation only. Certain types of vehicles may not be hired at all in case of non-availability of funds or the requirement. No claim for any compensation on this account will be admissible.
5. **Time and KMs run will be calculated from the control room (HQ DG NCC MT).**
6. Do's and Don'ts formulated will be handed over by the MTO for strict compliance to CHT contractor/driver wearing of shoes, **minimum five years driving experience** and with adequate manners and attitude to greet the VIP etc.
7. **All taxes including service tax/all other incidental expenses applicable to State/Municipal/Central Govt will be paid by contractor/ and no additional payment to agreed rates will be made.**
8. Arm escorts may travel in the transport from the starting point to the destination, if considered necessary, at no extra cost.

(Signature of the Tenderer)

9. Both way payment will be made for transportation of mortal remains.
10. **In case of an accident, mechanical failure or due to any fault of the driver or contractor the vehicle while on duty is held up at any place, no payment to include night halt and day halt will be applicable.**
11. **The driver should be in possession of his valid driving license and other required documents of vehicle including insurance document of vehicle.**
12. **Local Duties.** The following parameters will be applicable:-
 - (a) Extra rates per hour/km will be paid till next bracket of rates.
 - (b) In no case payment including extra hour/km will exceed next bracket.
 - (c) Thirty minutes and above will be charged as one hour and time below thirty minutes will be ignored.
 - (d) **Only one parameter i.e. extra KM or extra hour whichever is higher will be paid.**
 - (e) All destinations/places within a radius of 80 Kms from the place of origin will be in the ambit of Station duties (local duty) and out station charges will not be applicable. Gurgaon, Faridabad, Noida and Greater Noida will be considered as NCR & not outstation duties.
13. **Outstation Duties.** The following parameters will be applicable:-
 - (a) Night halt will be given from 2201 hours to 0559 hours only if the vehicle is static. In case of accident, mechanical failure or due to any fault of the driver or contractor, night halt will not be applicable. In case the vehicle is on duty between 2200 hours to 0600 hours, no night halt charges will be given.
 - (b) For outstation duties, in case, usage is less than 80 Km per day, the vendor will be given payment @ 8 Hrs/ 80 Km.
14. **Eligibility Criteria.** Firm should have the following certificates / documents valid as on date of issue of this tender enquiry:-
 - (a) A certificate that all vehicles employed by under this agreement have been passed fit in all respect by the civil authorities concerned.
 - (b) A certificate that a valid route permit is held for each and every vehicle provided to the Government under this agreement.
 - (c) A certificate that all drivers and other staff employed are in possession of card issued by the civil administrative authorities.
 - (d) Firm should have registered office in **Delhi/NCR.**
 - (e) Firm should have valid GST No. in the name of firm or in the name of proprietor of the firm in case of proprietary firm (**copy to be enclosed**).
 - (f) Firm/Vendor is to submit a copy of valid PAN Card and Aadhar Card of the firm/owner/ proprietor, as applicable.
 - (g) Undertaking that no criminal cases are pending against the proprietor/ firm/directors relating to previous service contracts.

(Signature of the Tenderer)

- (h) Envelope containing Technical Bid should contain all the required documents alongwith the a copy of RFP duly every page singed and stamped.
- (j) Envelope containing Commercial Bid should contain duly completed Commercial Bid only.
- (k) EMD has been submitted.
- (l) IT return of year 2018-19 and 2019-20
- (m) Please provide vehicles details as per format given in para 22, Part I(*page No 5*) of RFP.

PART III – STANDARD CONDITIONS OF RFP

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

1. **Law.** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by an interpreted in accordance with the laws of the Republic of India.
2. **Effected Date of the Contract.** The contract shall come into effect on the date of award of contract and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for Use of Undue Influence.** The service provider undertakes that he has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement of any kind 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 Buyer or otherwise in procuring the contract the obtaining or execution of the present contract or any other contract with the government of India for showing or forbearing to do favour or disfavor to any person in relation to the present contract or any other contract with Government of India. Any breach of the aforesaid undertaking by the service provider or any one employed by him or acting on his behalf (whether with or without he knowledge of the Service provider) or the commission of any offers by the service provider or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code 1860 or the prevention of corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contract with the service provider and recover from the service provider 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 service provider. Giving or offering of any gift, bribe or document or any attempt at any such act behalf of the service provider towards any officer/employees of the Buyer or the any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract shall render the service provider 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.

(Signature of the Tenderer)

5. **Agents / Agency Commission** The service provider confirms and declares to the Buyer that the Service provider is the original holder of the stores/provider of the service referred to in this Contract and has not engaged any individual or firm whether Indian or foreign whatsoever to intercede facilities or in any way to recommend to the Government of India or any of its functionaries whether officially or un officially to the award of the contract to the service provider nor has any amount been paid promised or intend to be paid to any such individual or firm in respect of any such intercession facilitation or recommendation. The service provider agrees that if it is established at any time to or recommendation. The service provider agrees that if its 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 service provider has engaged any such individual/firm and paid or intend 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 service provider will be liable to refund that amount to the buyer. The service provider 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 right to consider cancellation of the contract either wholly or in part without any entitlement or compensation to the service provider who shall in such an event be liable to refund all payment made by the Buyer in terms of the contract along with interest at the rate of 2 % per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contract concluded earlier with the Government of India.

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

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

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

- (a) The service is delayed for causes not attributable to Force Majeure for more than three instances after the schedule date of service.
- (b) The service provider is declared bankrupt or becomes insolvent.
- (c) If the contractor has failed to provide desired standards of services more than three times.
- (d) The Buyer has noticed that the service provider has utilized the services of 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.

9. **Notice.** 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.

(Signature of the Tenderer)

10. **Transfer and Sub – letting.** The Service provider has no right to give, bargain, sell, assign subject or otherwise dispose of the contract or any part thereof as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

11. **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.

12. **Taxes and Duties**

(a) **General**

(i) If bidder desires to ask for excise duty or GST, the same must be specifically stated. In the absence of any 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 GST is intended as extra over the quoted prices the Bidder must specially 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.

(iii) If 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, was presently not applicable but the same will be charged if it becomes liable 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 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.

(iv) Any change in any duty/tax upward 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 Buyer by the service provider. All such adjustments shall include all relief exemptions, rebates, concession etc if any obtained by the service provider

(b) **Taxes**

(i) If it is desired by the Bidder to ask for GST to be paid as extra the same must be specifically stated. In the absence of any such stipulation in the bid it will be presumed that the prices quoted by the Bidder are all inclusive rates and no liability of GST will devolve upon the buyer.

(ii) On the Bids quoting GST extra the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the service provider at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the term of contract.

(Signature of the Tenderer)

GENERAL CONDITIONS FOR THE SUPPLY OF CIVIL HIRED TRANSPORT

13. AQMG (Coord), HQ DG NCC will be the contract operating officer.
14. The vehicle provided under this contract shall be of good condition (vehicles vintage as per Para 19 Part-1), specified standard and road worthy equal and answerable both to the special conditions/agreement forming the part of this contract. I/We also agree that the civil vehicle so provided shall be of the best condition according to qualitative requirement as the contract operating officer shall approve.
15. The civil vehicles rendered will be subject of inspection by the contract operating officer authorized representative or user of the vehicles. Any civil vehicle rejected by either of the above authorities on his inspection before or during use of the vehicle will be replaced by me/us at once at no risk no cost basis. If not replaced within an hour the contract operating officer concerned may proceed to arrange the civil vehicle from any other source (s) at my/our risk and expense. Any transport arranged from any source shall be charged at the local market rate prevailing at the time as approved by authorities concerned. Time spent for replacement will not be calculated for payment.
16. **In the event of any dispute of providing vehicles between service provider and the officer operating the contract regarding quantities/qualities of civil vehicles tendered, decision of the DG NCC shall be final and binding on the service provider.**
17. Any restriction what so ever imposed by the local state Government on the civil transport will not absolve the service provider from the obligation for the contract and will not be accepted as an excuse for non-fulfilling the assigned task.
18. In the event of vehicles arranged from other sources at risk and expenses in accordance with the terms of the contract the amount of excess charges, if any involved in having to meet the complete demand out of Civil Hired Transport will be in addition to the amount recoverable from service provider for making such arrangement and be charged from service provider.
19. In the event of any restriction imposed by the State/Central Government on particular type of vehicle such type of vehicles will not be provided by service provider and no compensation on that account will be preferred by service provider against the Government.
20. The service provider will employ an authorised representative of your firm who will report to the officer operating the contract or his representative to receive demands and tender CHT vehicles as well as to carry out work connected with this contract on behalf of the Service Provider at the time and place stated by contract operating officer/officer authorized if the contract is not handled by Service Provider personally.
21. All persons employed by service provider in handling the CHT vehicles under the contract shall be healthy and also clean in person and clothing. They will be subject to medical examination as and when desired by the authorities concerned. Persons found to be medically unsuitable or intoxicated will be replaced with a suitable man without undue delay and time spend for replacement will alone be borne by the contractor, if so desired by the authorities, such employees will undergo vaccination and inoculation failing which they will not be engaged or employed for handling CHTs under the contract.

(Signature of the Tenderer)

22. When providing CHT vehicle, Service Provider or representative will initial the car dairy at the time of commencement of duty and obtain full signature of officer using the vehicle and also obtain signature of the contract operating officer/his representative on the car dairy and relevant documents an completion of duty. Service Provider will accept obtaining of the full signature of such representative as fully binding on Service Provider.
23. All control/terminal charges/municipal dues/sale/service tax, royalty charges, octroi, toll tax or any other tax payment to any authorities in connection with vehicles or drivers will be paid by me/us (CHT firm/dealer).
24. I/We clearly understand that I/We cannot claim to be issued with petrol/diesel/FOL either free or on payment from military source for conveyance of officials as assigned under this contract. FOL required for this purpose will be arranged from civil source under my/our own arrangement. In case of non-supply of FOL will not absolve me/us from my/our contractual obligation to fulfill the demand placed on me/us.
25. The authorities calling for tenders are also at liberty to accept the rates in whole or in part whichever is economical to the state.
26. As soon as the Service Provider have signed the General/Special condition , it will be deemed that Service Provider has fully read and understood, all the conditions and ignorance of any of these conditions after the contract has been concluded will not be considered as an excuse for non-fulfilment of any terms laid down therein.
27. **Driver of CHT vehicles will be in possession of valid driving license issued by appropriate authority and other documents pertaining to the vehicles as may be asked for by the authorities concerned at all time while on Military duty.**
28. CHTs as and when required will be provided by Service Provider at any place within the areas as specified in the schedule (Refer to Part II of RFP) or place specified by contract operating officer, at such time and in such numbers as the officer operating the contract or his rep direct. All drivers/labours/helpers employed with a vehicle will be paid by the service provider.
29. All payment will be carried out with reference to this contract/ Acceptance of Tender Notice.

(Signature of the Tenderer)

30. The officer sanctioning the contract or his successor or the officer officiating in his place as per the promulgation information orders may rescind contract by notice to me/us in writing:-

- (a) If the service Provider assigns or sublets the contract without written approval or if Service Provider attempts to do so.
- (b) If Service Provider or any of his/her/their agents or servants shall :-
 - (i) Be guilty of fraud in respect of the contract or any other contract entered into by the service provider with Government or.
 - (ii) Directly or indirectly give promise or offer any gratuity, gift, loan perquisite reward or advantage pecuniary or otherwise to any officer or person in the employment of the Government in any way relating to such officer or persons in office employment.
- (c) If any such officer or persons mentioned in sub paragraph (b) (ii) of this para become in any way directly or indirectly interested in the contract.
- (d) If service Provider declines, neglect or delays to comply with any demand or requisition or in any other way fails to perform or observe any condition of the contract.
- (e) If the Service Provider or any of his/her/their partners become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceeding or make any composition with creditors or attempt to do so or in the case of being a registered company, any order be duly made or any resolution be duly passed for the winding up of the company.
- (f) In case of such rescission, my/our security deposit (our portion) thereof as the officer sanctioning the contract shall consider fit or adequate shall stand forfeited and be absolutely at the disposal of Government without prejudice to any other remedy action that the Government may have to take. If this contract be for supply at more than one station its rescission under these condition shall not be affected by the acceptance meanwhile or subsequently for supplies/service accepted or made at any station in ignorance of the rescission.

31. Notwithstanding anything hereinbefore contained and without prejudice hereto the officer operating the contract may or his successor in office may recover from me/us as compensation such sums as he considers reasonable:-

- (a) If any goods entrusted to me/us under the contract be lost damaged or depreciated unless such loss, damage or depreciation be due to the act of God or enemies of the Government.
- (b) If I/we fail to observe or perform any condition of the contract.
- (c) If AC is not properly working then non AC rates will be applicable.

32. In case of any doubt on payment clause the same will be paid by adopting payment rates which are most economical to the State.

(Signature of the Tenderer)

PART IV – SPECIAL CONDITIONS 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. service provider in the contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee.** The Bidder will be required 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 upto to 60 days beyond the date of warranty. The specimen of PGB is given in form DPM-15 (Available in MoD website and can be provided on request).
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, the Buyer reserves the right to increase or decrease the quantity by 25% of the required service upto that limit without any change in the terms and condition and price quoted by the service provider. While awarding the contract the quantity ordered can be increased or decreased by the Buyer within this tolerance.
3. **Payment Terms and Paying Authority.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payment could be made through ECS/NEFT mechanism instead of payment through cheques whenever feasible. A copy of the model mechanism form prescribed by RBI to be submitted by Bidders for receiving payment through ECS is at Form DPM 11 – (Available in MoD website and be given on request). The payment of bills will be made on submission of the following documents by the service provider to the Paying Authority along with the bill:-
 - (a) Ink signed copy of Service provider's bill.
 - (b) Ink signed copy of Commercial invoice/Service provider's bill.
 - (c) Copy of Supply Order/Contract/Contract with U.O number and date of IFA's concurrence where required delegation of power's.
 - (d) Details for electronic payment viz Account holder's name Bank name, Branch name address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)
 - (e) Any other document/Certificate that may be provided for in the Supply Order/Contract.
 - (f) User Acceptance
4. **Advance Payment. No Advance payments will be made.**
5. In addition to above other Terms and condition for the contract are as given below:-
 - (a) Every bidder should have minimum quantity of vehicles, as mentioned in para 21 of Part I (page 5), of his own or be any reputed dealer / agent currently working in the business. All vehicles provided by the contractor should be insured.
 - (b) Proof of registration is also required to be produced at the time of opening of quotations. Income Tax return proof is also to be attached along with quotation.

(Signature of the Tenderer)

- (c) The vehicle should be of good serviceable condition and as per vintage mentioned in para 23 of Part I (page 5) of RFP sufficient fuel for the said journey.
- (d) The starting / Closing KM & Time be taken from HQ DG NCC, MT Section location except for pickup/drop ex. Airport / Railway station where the Start/Finish would be at HQ DG NCC Camp. Separate rates are to be quoted for drop/pickup and for one way distance.
- (e) When the vehicles are used for more than 4 hr/40 km or 8 hr 80 km and both Hrs & Kms are exceeded the payment will be applicable for either “*Extra Km*” or “*Extra Hr*” whichever is higher.
- (f) If a vehicle is hired for local duty and thereafter proceeds for outstations duty, payment will be made on outstation rates. Two separate bills for local and outstation duty will not be preferred by the contractor.
- (g) Rates should be quoted basic price only as per bid format att.
- (h) The income tax will be deducted by CDA, as per extant rules at the time of issue of cheque to the contractor.
- (j) **The rates fixed by the board will be valid for the whole Financial Year irrespective of any hikes in fuel prices/RTO taxes/octroi etc. Any failure on part of the successful bidder in providing vehicles in the contract period would lead to penal recovery & termination of the contract.**

6. **Risk & Expense Clause.**

- (a) The officer to whom transport service are to be delivered (*in the contract referred to as the contract Operating Officer, which expression shall include his duly authorized representative*) **may reject the transport if in his opinion the transport does not meet the requisite standards as applicable.**
- (b) Service provider shall not charge or be paid for transport rejected as per provision contained herein and such transport shall be removed by Service provider at his own expense.
- (c) Service provider shall neither claim nor be entitled to payment for damage that rejected transport may suffer or any other harm incidental to a full proper examination and test of such transport.
- (d) Government shall be under no liability whatsoever for rejected transport service and the same shall be at service provider's risk.
- (e) **Government shall in the event of rejection of transport be entitled to demand replacement at service providers own cost of such transport for the quality required.**

(Signature of the Tenderer)

(f) In the event of:-

(i) Rejection of transport as described above or on account of service provider's failing, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of the contract the officer operating the contract or his successor in office shall be at liberty (*without prejudice to any other remedy the Government may have on account of any claim for compensation against loss and inconvenience caused by such breach or non performance of the contract*) to hire from any other source at Service Provider's risk and expense such service as may have been rejected or that Service Provider may have failed, declined, neglected or delayed to supply.

(ii) **Extra expenditure on account of risk and expense purchase made by the Government as above will be deducted out of Service Providers payment of bills or from the performance security deposit as the case may be pertaining to the said contract.** In the event of any dispute of reasonableness of the actual amount recovered from service provider it will only be resolved at service provider/buyer instance under arbitration/ settlement or dispute clause in this contract.

(g) Buyer will also be at liberty without prejudice to the right to recover extra expenditure incurred on account of risk purchase as a remedy for breach of contract to declare as cancelled either wholly or to the extent of such default.

(h) Should the service not be provided within the time or times specified in the contract document or if defective service is provided the buyer shall after granting the service provider days to cure the breach be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract to declare the contract as cancelled either wholly or to the extent of such default.

(j) Should the Service not be in accordance with the specification / parameters provided by the SERVICE PROVIDER during the check proof test to be done in, the BUYER shall be at liberty without prejudice to any other remedies for breach of contract to cancel the contract wholly or to the extent of such default.

7. **Force Majeure Clause.**

(a) Neither party bear responsibility for the complete or partial non-performance of any of its obligation (except for failure to pay any sum which has become due on account of receipt of goods under the provision of the present contract), if the non-performance results from such Force Majeure circumstance as Flood, fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Action of State Authorities or any circumstance beyond the parties control that has arisen after the conclusion of the present contract.

(b) In such circumstance the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

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

(Signature of the Tenderer)

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

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

8. **Inspection Authority.** The inspection of vehicles will be carried out by the contract operating officer on his authorized representatives.

9. **Fall Clause.** The price charged for the service provided under the contract by the Service provider shall in no event exceed the lowest prices at which the Service provider providing service or offer to provide service of identical description to any persons /Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all service provided during the currency of the rate contract is completed.

SPECIAL CONDITIONS GOVERNING PROVISIONS OF TRANSPORT

In addition to condition contained in the agreement, the following special conditions shall apply to the agreement relating to provisions of transport for officials. These conditions where they differ from the conditions, contained in the agreement override the latter.

10. Transport indented for by the contract operating officer will be supplied at the time and place given in the order issued by him.

11. The service provider shall indemnify the Government against any claim actions or demands relating to any accident or damage that may occur to any vehicles (s) and driver(s) employed under this agreement or to any person involved in such accident. In the event of any damage, loss or depreciation to any articles handed over under this agreement, occur owing to neglect or delay on contactors part, the contractor shall be liable to pay compensation to Government up to the value of store lost, damaged or depreciation and the compensation to be paid to the contractor shall be that the competent financial authority based on the recommendations of the court of inquiry and commanders in chain. Further, with respect to delivery of vehicles/services from one station to the other the time taken for the same shall be in conjunction with distance travelled on the basis of speed/km ratio and type of terrain. Keeping in view any contingencies occurring enroute, like vehicle breaking down or roadblocks, it would be entirely binding upon the contractor to arrange relief. For this, in addition to the specified time three additional day may further be granted to complete the journey period, if contract operating authority feels appropriate. The procurement of vehicles shall be time bound and delay caused would be entirely at the cost of the contractor.

12. **The service provider shall certify that the service provider has affected insurance to cover to all the above benefits payable to those concerned and the service provider shall undertake to continue the insurance for the period that agreement is in force. The service provider shall undertake to reduce evidence to the satisfaction of the sanctioning officer that the insurance company with which insurance has been effected has received notice (s) that the Government is interested in the policy of insurance.**

(Signature of the Tenderer)

13. The service provider will display "ON MILITARY DUTY" board on the CHT vehicle only when hired by the Government.
14. In the event of outbreak of any kind of disease among contractor's men the contractor will not hold Govt responsible for any loss that may be incurred by him and he will not indemnify the Government against any claim, demand or compensation made by any third party for loss or damage arising from such outbreak.
15. All vehicles carrying defence stores, personnel and army dogs/equines under this agreement will be exempted from payment of tolls. All issues related to payment will be resolved by the contractor himself and contract operating officer will not be responsible in any such matter. Army dogs will also travel in a bus hired for conveyance of troops including army dogs and their handlers.
16. The president of India shall be discharged from all liability under this agreement or otherwise in relation to the subject matter thereof unless arbitration or a suit, where suit lies, is commenced within six months from the expiry of the period mentioned in question or extension thereof. The officer sanctioning the agreement may extend the period of six month aforesaid in writing if, owing to the audit objection, it is not in the opinion of the officer sanctioning the agreement practical for the contractor to commence such arbitration or suit within the period aforesaid. Nothing contained in the above provision shall apply to the refund of such portion of the Earnest Money deposited as is refundable to the contractor after all admissible deductions.
17. The service provider shall submit a certificate :-
 - (a) That all vehicles employed by under this agreement have been passed fit in all respect by the civil authorities concerned.
 - (b) That a valid route permit is held for each and every vehicle provided to the Government under this agreement.
 - (c) That all drivers and other staff employed are in possession of card issued by the civil administrative authorities.
18. Service provider shall undertake to complete the service within the specified time as required by the officer operating and contractor shall employ such transport as will be necessary to complete the service within the specified time.
19. In the interest of State, CFA or the officers acting on his behalf reserves to himself the right to use any alternative transport whether Government owned, or other hired to the extent available in preference to the contractors service under this agreement and service provider shall have no claim for compensation on his account.
20. Each vehicle while on duty under this agreement will carry the following :-
 - (a) One serviceable spare wheel.
 - (b) Necessary spares and tools for repair.
 - (c) Spare cans filled with oil and water.

Note : *Service Provider will not be permitted to carry any other stores except spares tyre, tubes, wheel, tools for repair and spare can for diesel, oil and water.*

(Signature of the Tenderer)

21. Service Provider will ensure that vehicles are mechanically fit and in good condition and check the following before sending the vehicles on duty :-

- (a) Wipers, light, indicators, horn and odometer are in working condition.
- (b) In case of officer of the rank of Brigadier (or equivalent) and above the star plate as applicable and flag post is fitted on the vehicles.
- (c) Tyre pressure is accurate and tyres are in good condition.
- (d) There is no unwanted sound from Engine/Exhaust or the body.
- (e) The following will be ensured with reference to the drivers detailed for the duties :-
 - (i) Dress worn by the driver is neat and clean and not dirty, is a proper white uniform (white shirt, white trouser, peak cap & black shoes and service provider's firm/association with "LOGO")
 - (ii) Nail cutting and shave has been done by the driver.
- (f) There is adequate fuel in the fuel tank.
- (g) The drivers are in possession of his driving license and other required documents of vehicles and mobile phone for communication specially in major stations.
- (h) Good condition of interior upholstery of the vehicle.
- (j) Vehicle has been certified fit by pollution control authority and is in possession of pollution check fitness certificate.
- (k) Functioning of brake and clutch is in order.
- (l) Good quality curtains will be provided in the windows of the bus.
- (m) The seats of the vehicle should be soft and firm.
- (n) Side pockets/overhead racks are required in bus for brief cases/small baggage.
- (o) First Aid box with medicines should be placed in vehicle(s).
- (p) All light including beacon lights and indicators should be in working conditions.
- (q) Vehicles should be mechanically fit condition and there should not be any vibration/unnecessary sound.
- (r) Vehicle should be in road worthy in all respect as assessed by the Contract Operating Officer/authorized officer.
- (s) Only **COVID negative** drivers to be deployed for duty.
- (t) Deployed drivers should wear three-layered masks strictly during duty.
- (u) Vehicles should be sanitised prior to each ride.
- (v) A hand sanitizers to be kept in the vehicle.
- (w) Drivers should adhere to all instructions/guidelines issued by State Govt/ Ministry of Home Affairs/Central Govt regarding COVID-19.

22. In the case of any accident, the contractor or his representative will inform the nearest Police Station. Court of Inquiry as in case of Army vehicle will be conducted and the decision of the CFA (Competent Financial Authority) shall be binding and final.

23. Any expenditure incurred by the Government through Army authorities in providing medical aid, repair, recovery and such other facility which may not be readily available with civil authorities in remote and difficult areas would be recovered by transport hiring/operating officer from contractors bills or from the security money lodged with Army authorities or by any other means the Government deems fit to enforce recovery.

24. The quantities shown in the Schedule (*Refer to para 11, Part II of RFP*) are approximate requirement. There is no guarantee/surety that the requirement shall remain at this level throughout the period of contract agreement. Also in case DD vehicles (Service vehicles) are available in the station and/or brought from outstation, the requirement may reduce proportionately for which no extra expense will be admissible and no claim for compensation whatsoever shall be made by service Provider or entertained by the Government for above/below the scheduled quantities, nor any request for ex-gratia payment will be made by Service provider or entertained by the Government.

(Signature of the Tenderer)

25. **All persons/vehicles employed by the contractor in handling of contract, driver and cleaners of vehicles under this contract shall be free from all security point of view, nothing outstanding against them from police department and properly scrutinized by the Police. They will be subject to verification from Police as and when desired by the contract operating officers and the person/vehicles found to be undesirable/unsuitable will be replaced by suitable men/vehicle without undue delay, if so desired by the contract operating officer.**
26. The manner, etiquette, conduct and behaviour of the drivers should be sober, amicable and acceptable in the society. At no stage or reason the driver will be rude and retaliate/enter into an argument with the users.
27. Vehicles tendered after stipulated date and time will not be acceptable and if found unsatisfactory/poor condition, will be returned to firm concerned and no compensation will be paid/allowance from garage will be paid. It will be completely borne by the contractor.
28. The contract operating officers/user may reject the vehicle in case the vehicle tendered is not considered fit/suitable for the users.
29. No additional claim will be permissible for duties performed on Sundays/Holidays (Including National Holidays).
30. In case of any inconvenience/changes in any of the input items for transport like tyre/tubes, battery, spares parts and FOL items etc, no additional compensation will be liable to be paid during the contractual period and service Provider will not ask any relaxation/variation of schedule/conditions.
31. Vehicles tendered will be registered/approved by the concerned RTO/RTA as commercial transport and all taxes paid on due date.
32. **All vehicles tendered will have valid comprehensive insurance.**
33. **In case of repeated lapses as per terms and conditions of the contract i.e three occasion in a month and or five times during the period of the contract, the contractor may invite rescission of the contract. Contract operating officer may recommend removal of name from the approved list.**
34. In the event of breakdown of vehicles employed under this agreement (whether caused by mechanical defect or other reasons), Service provider will replace them and arrange for replacement. If service provider fails to do so within one hour, the officer operating the contract will be at liberty to make suitable arrangements at service provider's risk and expense and such hiring will be intimated to the service provider after termination of duty through a written letter.
35. Service Providers will not be permitted to carry any unauthorized person/luggage and stores in the vehicle once hired.
36. Service Provider agrees that light vehicles, of models more than vintage mentioned in ***Para 23, Part I of RFP (page No 4)***, will not be provided for conveyance of personnel and stores respectively.
37. If service provider fails to meet the demand regularly, service provider will be issued with warning letters and after **five warning** during the period of contract, the contract could be recommended for rescission by the contract operating officer.

(Signature of the Tenderer)

38. Service provider has no objection to the increase/decrease of the demand of vehicle placed on, provided such changes are made 04 hours in advance.
39. Service provider agree to fumigate/disinfect vehicles against infectious diseases if any as desired by military authorities, all expenses in this connection be borne by service provider.
40. **In case of any accident during the performance of the duty the cost of damage will be borne by the service provider. No compensation will be given by the Army authority.**
41. No payment shall be admissible for any period of time spend in halt for food water, rest refuelling, maintenance, repair or for any other purpose, not specially authorized by the schedule/officer operating the contract while employing the transport.
42. **Service provider shall bear and pay all rates, taxes and fee payable in respect of the vehicles or driver which may imposed by a municipal or other civil authority as applicable.**
43. **The contract for hired transport for the financial year will be operated by OC, HQ DG NCC Camp, Parade Ground Delhi Cantt.**
44. **Transport Indents And Orders.** The following will be the procedure for indenting of transport and complying with transport indents :-
- (a) Normally 24 hours notice will be given for provision of a vehicle.
 - (b) In case or urgent military necessity, the transport may be demanded over the telephone. However, in such case covering indents will be submitted by the unit within eight hours.
45. **Service provider shall ensure that adequate arrangements are made at expense for rations and bedding for service providers drivers when they are on duty.**
46. Drivers of a vehicle will be changed immediately by service provider, if so desired by the contract operating officer or officer using CHT vehicle.
47. **Every car (AC and non AC) provided will have modification for fixing star plate and flag rod. All cars hired by Defence Department will have removable fitting and will be of diesel/petrol version.**

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 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 Bidder will be evaluated by the Buyer with reference to the technical characteristics of the aspects as mentioned in the RFP. The compliance of technical bids would be determined on the basis of the parameters specified in the RFP. **The price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**

(Signature of the Tenderer)

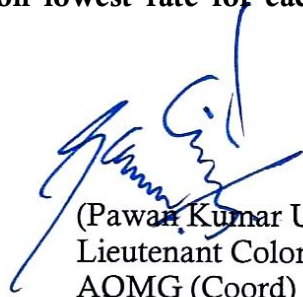
(c) The Lowest bid will be decided upon the lowest basic price quoted by the particular Bidder as per the Price Format given below. All taxes and duties (*including those for which exemption certificates are issued*) quoted by the Bidder will be in addition to total basic cost to the Buyer and would not be the deciding factor for ranking of Bids.

(d) The Bidders are required to spell out the rates of GST in unambiguous term, otherwise their offers will be rejected. 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 entertained after the opening of tenders.

(e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular category of service. **The Buyer also reserves the right to do Apportion of quantity, if it is convinced that Lowest Bidder is not in a position to provide service in stipulated time.**

(f) **Determination of L1 will be done based on lowest rate for each particular category of vehicle separately.**

Thanking you,



(Pawan Kumar Uniyal)
Lieutenant Colonel
AQMG (Coord)
for DG NCC

(Signature of the Tenderer)

Appendix ‘A’

(Refer to para 1 (page 6) of Part II)

DETAILS OF VENDOR

| | | |
|----|--|---|
| 1. | Name of Firm | |
| 2. | Office Address <i>(attach photo of office front side with signed and stamped overleaf)</i> | |
| | Office Telephone Number/s | |
| | Fax Number | |
| | e-mail | |
| 3. | GST No (Attach documents) | |
| 4. | <u>Nature of Company</u> | (Please Tick (√) where applicable) (a) Proprietary (b) Pvt Ltd (c) PSU (d) Ex Servicemen Unit (e) Partnership (f) Others |
| 5. | <i>Give Name, residential address with telephone of proprietor for Proprietary</i> OR <i>Give Name, designation, residential address of Chief Executive or Managing Director for Pvt Ltd</i> OR <i>Give Name, address, Telephone no with partnership deed (if partnership firm).</i> | |
| 6. | <u>Nature of Business</u> | (Please Tick (√) where applicable) (a) Trader (b) Dealer (c) Supplier (e) Sole selling or Authorised Agent |

(Signature of the Tenderer)

| | | |
|----|--|---|
| 7. | <p><u>Details of Registration</u></p> <p><i>(Attach proof of valid registration, if any)</i></p> <p>(a) NSIC/ SSI</p> <p>(b) MSME</p> <p>(c) HQ DG NCC</p> <p>(c) Other Defence Departments</p> <p>(d) Other Govt Departments</p> | <p>(Tick (√) Yes/No & give details if YES)</p> <p>(Yes / No)</p> <p>(Yes / No)</p> <p>(Yes / No)</p> <p>(Yes / No)</p> <p>(Yes / No)</p> |
| 8. | <p>If yes, give the following details :-</p> <p>(a) Department registered with</p> <p>(b) Date of registration and validity</p> <p>(c) Category of Services for which Registered</p> <p>(d) User Satisfaction Performance Certificate</p> | |
| 9. | <p>Have You Got ISO Certification, If yes give details <i>(attach copy of certification)</i></p> | |

(Signature of the Tenderer)

Appendix ‘B’

(Refer to para 6 (page 2) of “Part I - General Information”)

PRICE BID FORMAT/ TENDER FORM
(Bidders are required to fill this up correctly with full details)

Name of the Firm : M/s

Registration No (State/Central Government) GST No.

Note : This price bid format is to be submitted duly filled, signed and stamped in Commercial Bid envelope.

| S/ No | Type of Vehicles | Rates for Local Duties | | | | Outstation* Duties | | Night Halt Charges |
|---------------|---|------------------------|--------------|-----------|----------|--------------------|----------------|--------------------|
| | | 4 hrs/ 40 km | 8 hrs/ 80 km | Extra Hrs | Extra km | One Way per km | BothWay per km | |
| Car Non AC | | | | | | | | |
| (a) | Tata Indica/ Wagon R/Eeco/ Alto/ Celerio/ similar vehicle of size, cost, power & boot space | | | | | | | |
| (b) | Tata Indigo/Maruti Swift Dzire/Ertiga/similar vehicle of size, cost, power & boot space | | | | | | | |
| (c) | Toyota Innova, Scorpio, Honda City and Ciaz | | | | | | | |
| Car AC | | | | | | | | |
| (d) | Tata Indica/ Wagon R/Eeco/ Alto/ Celerio/ similar vehicle of size, cost, power & boot space | | | | | | | |
| (e) | Tata Indigo/Maruti Swift Dzire/Ertiga/similar vehicle of size, cost, power & boot space | | | | | | | |
| (f) | Toyota Innova, Scorpio, Honda City and Ciaz | | | | | | | |
| (g) | Toyota Innova Crysta | | | | | | | |
| BUSES AC | | | | | | | | |
| (h) | Bus upto 35 Seater (Deluxe) | | | | | | | |
| (j) | Bus upto 52 Seater (Deluxe) | | | | | | | |
| BUSES Non-AC | | | | | | | | |
| (k) | Bus upto 35 Seater (Deluxe) | | | | | | | |
| (l) | Bus upto 52 Seater (Deluxe) | | | | | | | |
| MISC VEHICLES | | | | | | | | |
| (m) | Traveller/TATA Winger 18 – 24 Seater (Non-AC) | | | | | | | |
| (n) | Traveller/TATA Winger 18 – 24 Seater (AC) | | | | | | | |
| (o) | Water Bowser 5,000 ltr with pump(Without Water) | | | | | | | |
| (p) | Water Bowser 12,000 ltr with pump(Without Water) | | | | | | | |

* For outstation duties, in case, usage is less than 80 Km per day, the vendor will be given payment @ 8 Hrs/ 80 Km.
Note :- Determination of L-1 will be done based on lowest rate for each particular vehicle/requirement separately. GST charges be stated separately. No GST charges for halt.

Date Signature of Proprietor/ Authorized Signatory with Seal

CHECK LIST

(Please go through the check list before submitting the Bids)

1. Sealed bids envelope marked as “TENDER FOR HIRING OF TRANSPORT” should contain following three sealed envelopes :-
 - (a) Technical Bids - *envelope to be Subscribed as “TECHNICAL BID”*
 - (b) Earnest Money Deposit (EMD) - *envelope to be Subscribed as “EMD”*
 - (c) Commercial Bids. - *envelope to be Subscribed as “COMMERCIAL BID”*
2. Please ensure details to be filled by the vendor in **Appendix ‘A’** of the RFP are complete in all respect and following documents, duly self attested, are attached and placed in “TECHNICAL BID” envelope :-
 - (a) A certificate that all vehicles employed by under this agreement have been passed fit in all respect by the civil authorities concerned.
 - (b) A certificate that a valid route permit is held for each and every vehicle provided to the Government under this agreement.
 - (c) A certificate that all drivers and other staff employed are in possession of card issued by the civil administrative authorities.
 - (d) Firm should have registered office in Delhi/NCR.
 - (e) Firm should have valid GST No. in the name of firm or in the name of proprietor of the firm in case of proprietary firm (*copy to be enclosed*).
 - (f) Firm/Vendor is to submit a copy of PAN Card & Aadhar Card of the firm/owner/ proprietor, as applicable.
 - (g) Undertaking that **no criminal cases** are pending against the proprietor/ firm/ directors relating to previous service contracts.
 - (h) Envelope containing Technical Bid should contain all the required documents alongwith the a copy of RFP duly every page singed and stamped.
 - (j) Envelope containing “Commercial Bid” should contain duly completed Commercial Bid only.
 - (k) EMD has been submitted.
 - (l) IT return of year 2018-19 and 2019-20.
 - (m) Please ensure vehicles details as per format given in para 22, Part I of RFP is attached.
 - (n) **Desirable**. Satisfactory Performance Certificate by a Govt or Semi-Govt agency/School/College.
3. Please ensure that all the envelopes have been sealed properly.

Important Dates

1. **Last date for Submission of Bid** : **06 Apr 2021 by 1400 hrs**
2. **Time and date for opening of Technical Bids** : **06 Apr 2021 by 1430 hrs**
3. **Time and date for opening of Commercial Bids** : **13 Apr 2021 by 1500 hrs**