

Tele : 0712-2510175
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BY REGD POST

Regional Centre ECHS
Vayusena Nagar
Nagpur – 440007

RC(Nag)/3102/04/Est

Feb 15

M/s.....
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**FORWARDING OF TENDER DOCUMENTS FOR HIRING OF CAR, PASSENGER
VEHICLE FOR THE PERIOD FROM 01 APRIL 15 TO 31 MARCH 16**

Dear Sir/ Madam,

1. On behalf of the President of India, Director Regional Centre ECHS, Nagpur invites your best and lowest rates/ quotes for hiring of civil car/ passenger car for the period from 01 April 15 to 31 March 16. The details of car/ passenger vehicles required are as per schedule of requirements.
2. Following documents are forwarded, it is requested to read carefully and quote your lowest and best offer.
 - (a) Request for Proposal.
 - (b) Part acceptance certificate.
 - (c) Specimen signature Performa.
 - (d) Sole proprietary/ partnership certificate.
 - (e) Envelope for sending tender documents.
3. Please note the following before filing and submitting the tender :-
 - (a) The tender must be signed by the proprietor of the firm on all pages of the tender documents. In case it is signed by a partner, please enclose a partnership/ tender of attorney certificate on stamp paper in the form of affidavit.
 - (b) Person 'Witnessing' and those mentioned as 'referees' in the tender document shall not (R) not be the same and Govt servant or a minor.
 - (c) Photo copy of PAN card and SARAL (Form No-2D) is required to be submitted along with tender.

- (d) The successful contractor has to deposit a sum of security money as indicated at para 67 of RFP within 07 days from the date of receipt of notification of acceptance of a particular tender including part tender.
- (e) Duly completed tender documents should be sealed and dropped in tender box for the purpose kept at Regional Centre ECHS, Vayusena Nagar, Nagpur or dispatched by Regd Post to '**DIRECTOR REGIONAL CENTRE ECHS, VAYUSENA NAGAR, NAGPUR-440007**'. The envelope /packet is to be marked/endorsed as 'tender for **HIRING OF CAR/ PASSENGER VEHICLE (2015-16)**'. On the top and is to reach this unit latest by **18 Mar 2015** at **1200 hrs**. All tenders received after specified date and time will be treated as late tenders. No responsibility will be taken for postal delay.
- (f) Sealed tenders will be opened at **1200 Hrs** on **19 Mar 2015** in front of prospective tendered if present, by an independent BOO detailed for scheduling of the tenders.
- (g) Earnest money of Rs 20000/- as indicated at para 17 of RFP is to be deposited with Jt Dir (Accts & Assets) this unit in cash (One working day before opening date by 1300 hrs). Receipt of earnest money obtained from Jt Dir (Accts & Assets, must be enclosed along with tender **without which tender will not be accepted.**
- (h) Tender with deviation/ inconvenient/ incorrect and incomplete tender document will not merit any consideration and shall be rejected without assigning any reason.
- (j) Part tender acceptable / not acceptable is to be mentioned on schedule, failing which it will be considered as '**Part Tender Acceptable**'.
- (k) Three specimen signatures of the tenderer are required to be submitted on company letter pad as per the enclosed format.
- (l) Subject communication is issued without any prejudice and nil commitment.

Thanking You,

Yours Sincerely,

(SJ Khandait)
Col
Jt Dir (Est)
RC ECHS, Nagpur

Tele : 0712-2510175
Fax : 0712-2510135
IP : 3911-7397
E-mail : dirrcnagpur@echhs.gov.in

Regional Centre ECHS
Vayusena Nagar
Nagpur – 440007

RC(Nag)/3102/04/Est

Feb 15

<p>QUOTES ARE NOT TO BE SENT THROUGH FAX. BUT ONLY IN SEALED ENVELOPES.</p>
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To : _____

**REQUEST FOR PROPOSAL FOR SUPPLY OF CIVIL CAR/ PASSENGER
VEHICLE FOR THE PERIOD FROM 01 APRIL 2015 TO 31 MARCH 2016**

- 1. On behalf of President of India, Director, Regional Centre ECHS, Vayusena Nagar, Nagpur-440007** invites bids in sealed cover for hiring of civil transport listed in Schedule- 'A' (Para 19 of Part-II) of this RFP from technically & financially capable prospective vendors. Please super scribe the above mentioned Title, Sender's Name, Address, RFP Number and date of opening of the Bids on the sealed cover to avoid the bids declared invalid.
- The address and contact numbers for sending bids or seeking clarifications regarding the RFP are given below :-
 - (a) Bids/queries to be addressed to :- Director, Regional Centre ECHS, Vayusena Nagar, Nagpur-440007.**
 - (b) Address for communication :- Director, Regional Centre ECHS, Vayusena Nagar, Nagpur-440007.**
 - (c) Name/designation of the contact personnel :- Lt Col Rajesh Singh, Jt Dir (Accts & Assets), Regional Centre ECHS, Vayusena Nagar, Nagpur-440007.**
 - (d) Telephone numbers of the contact personnel :- 0712-2510175 Extn :7398 (IP)**
 - (e) Fax Number :- 0712-2510135.**

3. **PLEASE SUPERSCRIBE YOUR FIRM'S NAME, ADDRESS AND OUR RFP NO & DATE OF TENDER OPENING ON SEALED COVER, SO AS TO AVOID THE TENDER BEING DECLARED UNSOLICITED**

4. This RFP is being issued without prejudice and with nil financial commitments. 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.

PART –I: GENERAL INFORMATION

5. A **Pre-Bid Conference** is to be held at **Regional Centre ECHS, Vayusena Nagar , Nagpur** on **05 Mar 2015 at 1000Hrs.**

6. **Last date and time (DD/MM/YYYY) for depositing the Bids:** On or before **18 Mar 2015 at 1200Hrs.**

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder. The tender box will be sealed at **1300 Hrs** (IST) on the closing date.

7. **Manner of depositing the Bids** : Sealed quotations addressed to **Director, Regional Centre ECHS, Vayusena Nagar, Nagpur-440007** should be dropped in Tender Box marked as

<p>TENDER FOR HIRING OF CAR/ PASSENGER VEHICLE (2015-16) FOR DIRECTOR, REGIONAL CENTRE ECHS, NAGPUR</p>
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and kept at the **Regional Centre ECHS, Vayusena Nagar, Nagpur** or sent by registered post/courier/ speed post so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of bid documents. Bids sent by **FAX or e-mail will not be considered** (unless they have been specifically called for by these modes due to urgency).

8. **Time and date for opening of Tender:** On **19 Mar 2015 at 1200 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 notified by the Buyer).

9. **Location of the Tender Box :** **Regional Center ECHS, Vayusena Nagar, Nagpur - 440007.** On the date of opening only those Bids that are found in the tender box marked "For Director, Regional Centre ECHS, Vayusena Nagar, Nagpur-440007" will be opened. **Bids dropped in the wrong Tender Box will be rendered invalid. Bids received after due date/ time specified will be returned to the sender on "Freight to Pay" basis.**

10. **Place of opening of the Bids:** Office of Jt Director (Est), Regional Centre ECHS, Vayusena Nagar, Nagpur - 440007. The Bidders may depute their accredited representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. **Details of the accredited representatives are to be forwarded to this office by FAX** (followed by an ink signed copy) well before the due date of tender opening, for originator to facilitate security clearance. Rates and important commercial / technical clauses quoted by all Bidders will be read out in the presence of the accredited representatives of all the Bidders. This event will not be postponed due to non-presence of your representative (s). Bidders are to ensure that their accredited Representatives are in possession of copy of **advance intimation letter sent to** Regional Centre ECHS, Nagpur authorizing them to participate in the tender opening. Only authorized accredited Indian Agent/ Representative would be permitted to participate in the tender opening process. Prospective bidders are, therefore, advised to complete the requisite formalities as covered in the GoI/ MoD instructions, (Details available in MoD official web site, namely, <http://www.mod.nic.in> under heading **New circular and notifications** for nomination of Indian Representative/ Agent.

11. **Forwarding of Bids** : – Bid should be forwarded by Bidders under their original memo/letter pad giving their complete current **postal and e-mail address, contact and FAX numbers** of their office. Bidder's in addition to stating in their offer the **correct legal communication address** on which the Supply Order/ Purchase Order is to be placed and dispatched, are also to give the details of their Bankers with IFSC code and Account Number.

12. **Clarification regarding contents of the RFP** : Only those vendors willing to abide by terms and conditions of DPM 2009 (as amended) need to participate in the tendering. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify fastest means to the Buyer in writing, about the clarifications sought **and in any case not later than 07 (seven days prior to the date of opening of the Bids)**

13. **Modification and Withdrawal of Bids** : A bidder may modify or withdraw his bid after submission provided that written notice of modification or withdrawal is received by the Buyer **prior to deadline prescribed for submission of tender**. A withdrawal notice may be sent by FAX but it should be followed by a signed confirmation copy to sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. **No bid shall be modified** after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security and / or ban on issuance of further RFP's as per the decision of Competent Authority.

14. **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 (R) NO charge in prices or substance of the bid will be sought, offered or permitted. **No post-bid Clarification on the imitative of the bidder will be entertained.**

15. **Rejection of Bids** : Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD or ban on issuance of further RFP's. Conditional tenders will be rejected.

16. **Unwillingness to quote** : Bidders unwilling to quote should ensure that intimation to this effect reaches the due date and time of opening of bid, by FAX/ E-Mail/ document communication, failing which the defaulting Bidder may be delisted for the given range of goods as mentioned in this RFP's .

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

18. **Earnest Money Deposit** : **Bidders** will be required to submit Earnest Money Deposit (EMD) for amount of **Rs 20000/-** along with their commercial bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (in favor of "**PUBLIC FUND ACCOUNT ECHS(RC), Nagpur** " **payable at Nagpur**) from any of the public sector or a private sector bank authorized to conduct government business as per **Form DPM-13** (Available in MoD website and can be provided on request). 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 Supply Order. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security form them as called for in the Supply Order. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D/ Directorate of Procurement, IAF), National Small Industries Corporation (NSIC) or any Department of MoD, GoI itself. 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.

19. **Unsolicited bids** : Will be considered on case to case basis on the orders of the competent financial authority.

PART II- ESSENTIAL DETAILS OF HIRING

20. **Schedule of Requirements** : List of vehicles required is attached as Appendix 'A' of this RFP. Bidders before tendering their offer are to ensure that vehicles for which they are quoting is correctly understood and where required requisite clarification has been obtained.

21. **Delivery Period (DP)** : Timely positioning of vehicles will be the essence of the Supply Order. The DP stipulation in the Supply Order/ Purchase Order is one of the most important objectives as timely positioning of vehicle is vital, particularly for the Department of Defence. The vehicles are considered to have been positioned only when vehicles are ready for use by the purchase after due inspection (Standard vehicle) by the designated inspecting agency – **Jt Dir (Accts & Assets), Regional Centre ECHS, Vayusena Nagar, Nagpur-440007.**

Note : It is to be noted that the Supply Order can be cancelled unilaterally by the Buyer, in case Vehicles are not positioned within the specified time as per the Supply Order.

22. **Consignee details** : As per the Supply Order.

PART III – STANDARD CONDITIONS OF RFP

23. **The Bidder is also required to give conformation of their acceptance of the under mentioned Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Supply Order concluded with the successful Bidder (i.e Seller in the Supply Order), as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.**

24. **Law** : The Supply Order shall be considered and made in accordance with the laws of the Republic of India. The supply order shall be governed by and interpreted in accordance with the laws of the Republic of India.

25. **Effective Date of the Contract** : Normally the Contract shall come in to effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/ provided in the Contract in terms of para 7.3.1 of DPM-2009. The deliveries and supplies and supplies and performance of the services shall commence form the effective date of the contract.

26. **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 Supply Order or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website: <http://www.mod.nic.in>)

27. **Penalty for use of Undue influence** : The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contact or any other Contact with the Government of India for shoving or forbearing to show favor or disfavor to any person in relation to the present Contact or any other contact with the Government India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of seller or the commission any offers by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Panel Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such

cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer 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 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 amount paid by the Buyer.

28. **Agents/Agency Commission** : The Seller confirms and declares to the Buyer that the Seller is the original manufacturer 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, 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 concenter cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above Repo rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

29. **Access to Books of Accounts** : In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agent/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 document/ information.

30. **Non-disclosure of Supply Order 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.

31. **Liquidated Damages** : In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, positioning date & time of vehicle specified in this contract, the Buyer may, at his discretion, withhold any payment until completion of the Supply Order. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the Supply Order price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% total value of Supply Order. Liquidate damage clause is applicable in case :

(a) **Positioning of Vehicle** : The vehicles are to be positioned by the given timing on the required day for which 24 hrs notice will be given failing which Liquidated Damages will be charged. The Liquidated Damage clause will be invokeable on the occurrence of delay in positioning of desired transport beyond one hour from the date and time specified in the Supply Order. Recovery will be livable from the transport @ 250/- per hr or part thereof which will be deducted from the outstanding bill (s) from the forthcoming bills.

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

(a) The positioning of vehicle is delayed for causes not attributable to Force Majeure on more than three occasions.

(b) The Seller is declared bankrupt or becomes insolvent.

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

(d) As per decision of the Arbitration Tribunal.

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

34. **Transfer and Subletting** : The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Supply Order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Supply Order or any part thereof.

35. **Amendments** : No provision of present Supply Order 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 Supply Order and signed on behalf of both the parties and which expressly states to amend the present Supply Order.

36. **Taxes and Duties** :

(a) Normally, materials to be supplied to Government Departments against Government Supply Order are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/ Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against Supply Orders placed by this office are exempted from levy of Town Duty/ Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(b) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by laws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV- SPECIAL CONDITIONS OF RFP

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

38. Rates are to be quoted separately for each type of vehicles per Km and per Hrs, both in Figure and words.

39. Rate should be inclusive of Service Tax/VAT and all other taxes as applicable. No extra payment will be made for any additional taxes. However, parking charges will be paid on production of valid bills.

40. No overwriting is permissible. All amendments shall be neatly crossed and signed. However, no amendment on schedule is permissible.

41. Sign on all pages of tender form and on all additional papers/documents, if attached.

42. The witness and referees, who signs on tender form and part acceptance certificate, should mention their address and occupation. Witness and referees should not be a Govt. servant.

43. Conditional tenders would not be accepted and liable to be summarily rejected.
44. Vehicle should be registered with RTO under code as "Commercial Use" and no private vehicle shall be accepted for hiring.
45. Attach Xerox copies of valid registration certificate of three vehicles (for which tender is floated) owned by tenderer in his or his firm's name.
46. Vehicle should have the provision for flag mast at the center of the lowest bonnet and for star box with lights at rear and front bumpers.
47. Vehicles should not be more than 5 years old and not done more than 50,000 Kms of running.
48. Vehicle's interior and exterior should be properly cleaned, seat cover washed/neatly ironed. The interior must be changed at least once in a week.
49. Fuel in the vehicle should be full while reporting for duty. The tyres of the vehicles should be in good shape at all the times.
50. Any breakdown of the vehicle during duty time is the responsibility of the contractor and suitable replacement should be provided at the earliest.
51. Driver should be in neatly ironed white dress/formal decent dress, in possession of valid driving license and permit of vehicle, when on duty.
52. The transporter shall ensure that each and every vehicle sent on duty to the unit (Tri-services) is covered by an appropriate insurance policy.
53. The Director reserves the rights to accept or reject any tender without assigning any reasons.
54. Vehicle will move as per the direction of the officer using this office (Regional Centre ECHS, Nagpur).
55. Vehicle should not leave the Municipal limits of Nagpur without permission of Director, Regional Centre ECHS, Nagpur.
56. Vendor should have sufficient vehicles as standby and break down vehicles should be replaced immediately/within an hour.
57. The transporter shall be fully responsible in case of violation of traffic rule(s) by the drivers of the vehicles deployed on hire to the (Tri-services) and also in the event of any loss, damage or accident involving such vehicles. The unit (Tri-services) shall have no liabilities in this regard.
58. Vehicle will report to Regional Centre ECHS, Nagpur in time for duty as per the schedule of supply order/direction issued by the competent authority from time to time.
59. In urgent cases, when intimated telephonically the vehicles should be positioned in an hour.
60. (a) Kms/Hrs will be calculated from ECHS Regional Centre to destination and back to Regional Centre ECHS.

(b) In case the vehicle is hired for three days or less, payment will be made on the basis of Kms/Hrs, whichever is more, for each day.

- (c) In case of hiring is continued for a period more than three days, the sum of Kms/Hrs (whichever is more) for total number of days, will be calculated and payment will be made accordingly. For example, if vehicle is used on 1st day for 56 km/8hrs, 2nd day 108 km/6hrs, 3rd day for 70 km/7hrs and 4th day 66km/12hrs, the payment will be effected on the total km/hrs i.e. 300km/33hrs, whichever is more. Payment for all vehicles hired beyond a period of three days continuously, will be made by adopting this formula.
61. Earnest money Rs 20,000/- (**refundable**) in the form of Demand Draft in favour of Regional Centre ECHS, Nagpur should be enclosed along with tender documents.
62. EMD in respect of successful bidder (L-1) will be retained with this office till operation of contract. For others the EMD will be returned/ refunded through Regd Post.
63. The following documents are invariably to be submitted along with tender form: -
- (a) Three specimen signature of the tenderer on firm letter pad in three copies.
 - (b) Part acceptance certificate duly completed.
 - (c) Three copies of proprietary certificate/partnership deed of the firm on a stamp paper as applicable.
 - (d) Earnest money deposit receipt original or photo copy.
 - (e) Copy of last three years income tax return.
 - (f) Experience with any other Govt Organization, if any.
64. **Premature termination of contract** : Director, Regional Centre ECHS or officer operating the contract on behalf of Director, reserves the right to terminate/ revise the contract at any time when ever it is felt that the services rendered by firm are not satisfactory or there has been down ward trend in the market rates with respect to services rendered by firm.
65. **Jurisdiction of Court:** The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
66. **Optional Clause** : The contract operating officer reserves the right to increase or decrease the contracted amount up to 50% that may be ordered at the same rates and on the same terms and conditions at any time during the period of the contract.
67. **Performance Security / Warranty Bank Guarantee** : **Performance security is payable by the supplier at the rate of 5% of the contract value and is to be taken** from every successful bidder **irrespective of the registration status of the firm**. Performance security deposit payable to the Purchaser is to be furnished by the Supplier in the form of a Performance Bank Guarantee (PBG) issued by a public sector bank or a private sector bank authorized to conduct government business, in the prescribed format within thirty days from the date of Supply Order. At present, ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd are the three private sector bankers authorized to carry out government transactions. The performance security deposit is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per the Supply Order.

The **PBG will** remain valid throughout the duration of the Supply Order **up-to completion of supplies and continue thereafter as a Performance Bank Guarantee up-to** sixty days beyond the date of completion of all Supply Orderable obligations, including warranty. **This obviates the need to obtain a fresh Warranty Bank Guarantee from the supplier on commencement of the warranty period, with corresponding return of the Performance Guarantee.** In case the execution of the Supply Order is delayed beyond the Supply Ordered period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid. The format of PBG is given in Form DPM-15.

68. The performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to the delivery schedule, settlement of claims and other provisions of the Supply Order are not fulfilled by the Seller.

69. **Payment Terms** : Payment will be made by the Senior Officer of this unit by cheque and sent by registered post within 30 days after completion of services and on receipt of pre receipted contractors bill. It will be mandatory for the Bidders to indicate their Bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate from prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website). The payment will be made as per the following terms, on production of the requisite documents :

- (a) Delivery has been completed within delivery period as specified in work order.
- (b) No claim has been arisen in connection with the bills as a result of accident, theft loss, damages, delivery or any other case. The payment shall be made within 30 days of submission of clear bills in all respect.
- (c) It should be carriers endeavour to submit the bills within 07-10 days of placement of vehicle duly supported with summary of vehicles for which bills are being submitted.
- (d) No part payment will be made.
- (e) Payment against current bills may be held up by (unit/depot) against the same carrier for any previous default till it is completely settled.
- (f) Bill for monthly payment is to submitted in 04 sets along with relevant document/paper in complete manner by the seller.

70. **Advance Payment** : No advance payment (s) will be made as a normal practice.

71. **Paying Authority** : **Jt Dir (Accts & Assets), Regional Centre ECHS, Vayusena Nagar, Nagpur-440007.** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill :

- (i) Ink-signed copy of contingent bill/ Seller's bill.
- (ii) Ink-signed copy of Commercial invoice.
- (iii) Copy of Supply Order.

(iv) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(v) Details of electronic payment viz Account holder's name, Bank Name, Branch Name and address, Account Type, Account Number, IFSC Code, MICR Code (if these details are not incorporated in supply order).

(vi) Any other document / certificate that may be provided for in the Supply Order.

72. **Fall Clause** : Seller is to confirm acceptance of Fall clauses as per provisions of DPM 2009 covered in Pt-IV/ Appendix 'C' of DPM 2009 (Page188) which will form part of Supply Order. Fall clause is applicable only for supplies to departments/ organisations within India.

(a) The date charged for the service provided under the contract by the Seller shall in no event exceed the lowest rates at which the Seller provides the services or offer to provide 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 the central or state government as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the rates or offer to provide such services to any person/ organisation including the Buyer or any Departments, of Central Government or any Department of the State Government or any statutory undertaking of the Central or state Government as the case may be at a rate lower than the rate chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to providing of services at lower rate on or after the date of completion of placement of the order by the authority concerned under the existing or previous contracts entered into with the Central or State Govt Departments including their undertakings excluding joint sector companies and/ or private parties and bodies.

73. **Risk & Expense Clause** : Failure to provide the requisite vehicle indicated in supply order at prescribed time and / or constant denial and / or non response to the request of this unit beyond one hour from the specified timing for placement of vehicle mentioned in supply order, will force unit to invoke the risk purchase at the contractor's risk & expenses. Unit will hire requisite vehicle from the local market. The extra cost of hiring the vehicle from local market will be borne by the transporter, which will be deducted from his outstanding bills/Security Deposit.

74. **Inspection Authority** : Director, Regional Centre ECHS, Vayusena Nagar, Nagpur-440007.

75. **Specification** : As per SOR

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

76. **Evaluation Criteria** : The board guidelines for evaluation of Bids will be as follows :

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

(b) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the price format given at Para 70 below. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. **The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.**

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is discrepancy between words and figures, the amount in words will prevail for calculation of price.

(d) The lowest acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decides by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do apportionment of quantity, if it is convinced that lowest Bidder is not in a position to supply quantity in stipulated time.

(e) There will be deduction of tax at source at applicable rates. This amount will be kept aside as per section 194 (c) of the income Tax Act wef 01 Apr 88. Where the tax is being deducted at source a certificate on form 19C as per rue 31 (4C) of Income Tax Act will be issued on expiry of contract to the contractor.

(f) **Specimen Signatures** : Please complete this form keeping in view the following :

(i) The signature should be of sole proprietor only when the vendor is sole proprietor. The signatures should also be same as endorsed in the Income Tax Return produced by the vendor. The tenderer should sign on the all pages and also on the spaces earmarked on each pages.

(ii) The signature should be of authorised signatory in case of partnership firm and as in the Income Tax Return.

(iii) The three specimen signatures of authorised signatory also should be provided on firm's letterhead.

77. **Acceptance to Standard terms & conditions** : Attached Appendix 'B' to this RFP is to be signed and submitted along with offer **mandatorily**.

78. **Price Bid Format** : The Price Bid Format is given below and Bidders are required to fill this up correctly with full details along with acceptance of summary of standard terms and conditions as per Appendix 'C'. Prices should be **firm & fixed** and should be inclusive of taxes and duties etc levied in the country of supply.

Type of Vehicle	Hiring conditions	Rate fixed for timing/Kms	Rate per extra Km	Rate per extra Hrs
N/AC Car	Kms/Hrs	In figure	In figure	In figure
Tata Indica Vista	80/8			
Non /AC or equivalent	2000 Km per month			

79. Unregistered firms claiming compliance will be dealt in accordance with provisions of DPM 09/ Chapter 4.

80. This communication is being issued without prejudice and with NIL financial commitments, whatsoever.

81. **One copy of the RFP duly stamped and signed in all pages, be returned to us for our reference and records along with your most competitive Bid. It is reiterated that the purchaser reserves the right to withdraw the RFP without assigning any reasons, should it become necessary at any stage.**

82. I/ we have read and understood all the clauses given above and shall abide by them.

<u>Witness No 1</u>	<u>Witness No 2</u>	<u>Signature of contractor with stamp</u>
Name	Name	
Occupation	Occupation	
Sign	Sign	
Address	Address	

Note :

- (a) Read all the conditions of the contract carefully and quote.
- (b) The approximate turnover of the contract shall be Rs. _____/-.
- (c) Conditional Contract will not be accepted.
- (d) Without deposit of EMD tender will not be accepted.
- (e) Rates quoted are to be inclusive of all taxes.
- (f) **Rates are to be quoted in the price bid format in the RFP (para 77 Part-V) and also in the separate letter pad.**

Thanking you,

Yours faithfully

(SJ Khandait)
Col
Jt Dir (Est)
For and on behalf of the
President of India

Annexure : As stated

SCHEDULE OF REQUIREMENT HIRING OF CAR/ PASSENGER
VEHICLES FOR FINANCIAL YEAR 2015-2016 (01 APRIL 15 TO 31 MARCH 16)

Unit : Regional Centre ECHS

Name of the Firm _____

Tele No

Fax

Type of Vehicle	Hiring conditions	Rate fixed for timing/Kms	Rate per extra Km	Rate per extra Hrs
N/AC Car	Kms/Hrs	In figure	In figure	In figure
Tata Indica Vista	80/8			
Non /AC or equivalent	2000 Km per month			

Witness No 1

Witness No 2

Signature of contractor with stamp

Name

Name

Occupation

Occupation

Sign

Sign

Address

Address

(SJ Khandait)
Col
Jt Dir (Est)
For and on behalf of the
President of India

SUMMARY OF STANDARD TERMS AND CONDITIONS

(to be submitted along with Techno-Commercial Bid)

(For details visit MoD/ GoI Website www.mod.nic.in)

SI No	Applicable Clause of		Clause	Acceptance	Remarks (append amplification Text, if any)
	RFP	DPM 2009			
1.	Part I Para 16	Page No 170 Para 30	Validity of Quotes/ Bids (180 days from TOD)	Please Specify	
2.	Part I Para 17	Page No 170	Earnest Money Deposit	YES/ No	
3.	Part II Para 20	Page No 172 Para 4	Delivery Period	YES/ NO	
4.	Part III Para 30	Page No 177 Para 8	LD clause	YES/ No	
5.	Part IV Para 66	Page No 262 Para 1	Performance Bank Guarantee @ 10%	YES/ NO	
6.	Part IV Para 68	Page No 263 Para 6	Payments of terms	YES/ NO	
7.	Part IV Para 69	Page No 264 Para 7	Advance Payment	Acceptable/ Non Acceptable	
8.	Part IV Para 71	Page No 188 Para 9	Fall Clause	Acceptable/ Non Acceptable	
9.	Part IV Para 72	Page No 190 Para 11	Risk & Expense Clause	(Yes/No)	
10.	Part IV Para 73	Page No 273 Para 24	Inspection Authority	(Yes/No)	
11.	Part IV Para 74	Page No 269 Para 14	Specification	(Yes/No)	
12.	Part V Para 75	Page No 275 Para 28 & 29	Evaluation Criteria	(Yes/No)	
13.	All the other T & C's as mentioned in Part III of RFP are also accepted.				
<p>Company Seal</p> <p>Date</p> <p align="right">Signature of Authorized Representative/ Designation</p>					

STANDARD ARBITRATION CLAUSE

(Ref para 26 of RFP)

All dispute, difference of questions between the parties hereto touching the subject matter of this deed or the respective rights or liabilities of the parties under/ or in respect of this deed (the decision whereof is herein before not specially provided for) shall be referred to the sole arbitration of Director, regional Center ECHS, Vayusena Nagar, Nagpur-440007 to the arbitration of person appointed by him in this behalf and decision of such arbitration shall be final and binding of parties Air Officer commanding-in-chief.

Signature of contractor

Witness No 1

Witness No 2

Signature

Signature

Name

Name

Address

Address

Profession

Profession

PART ACCEPTANCE CERTIFICATE
FOR HIRING OF PASSENGER VEHICLE
FOR THE PEIROD FROM 01 APRIL 15 TO 31 MAR 16

I/we _____ / _____ of

M/s _____

Hereby certify that I/We are willing/unwilling to accept part contract, if awarded.

Signature of Contractor

Date :

Signature of Witnesses

Witness No. 1

Signature _____

Name _____

Address _____

Profession _____

Witness No.2

Signature _____

Name _____

Address _____

Profession _____

SPECIMEN SIGNATURE OF THE TENDERER

M/s.....

(1).....

(2).....

(3).....

(4).....

(5).....

(6).....

SOLE PROPRIETORSHIP/PARTNERSHIP CERTIFICATE

Certified that

(a) Sri/Smt.....son/daughter of
Sri..... Resident of
Is the sole proprietor of M/s

(b) Sri/Smt.....son/daughter of
Sri..... Resident of
Is the partner of the firm....

Signature of the contractor

Full Name.....

Address.....

.....
Tele No.....