

Request for Proposal for Hiring of Vehicle by O/o JS (Trg) & CAO

(Limited Tender Enquiry)

Request for Proposal (RFP) No. 01/2016

No.A/48932/Staff Car/CAO/MP-III

Government of India

Ministry of Defence

Office of JS (Trg) & CAO

E-Block Hutments, Dalhausie Road,

New Delhi 6 110011

Dated : Mar 2016

To
(Addressees as per list)

The JS(Trg) & Chief Administrative Office, Ministry of Defence, New Delhi, for and on behalf of the President of India, herein after called the "Government" invites to tender on Single-Bid system for hiring of Car for the Office of Joint Secretary (Trg) & CAO.

2. General information about the tender is as follows:-

- | | | |
|---|---|--|
| (a) Tender No. | - | 01/2016 |
| (b) Last date and time for receipt of Tenders | - | 12/04/2016 at 1300 Hrs |
| (c) Time and date for opening of Tenders | - | 12/04/2016 at 1500 Hrs |
| (d) Place of opening of Tenders | - | Conference Hall of O/o JS(Trg) & CAO
E-Block, New Delhi |
| (e) Address for communication | - | Dy Director/MM-II
O/o JS (Trg) & CAO
Room No.55, E-Block
New Delhi 6 110011 |

3. The details about the tender terms and conditions and other related information is given in the appropriate chapters as below:-

- | | | |
|-------------------|---|--|
| Chapter-1: | - | General Instructions to Bidders |
| Chapter-2: | - | Technical Details |
| Chapter-3: | - | Standard Conditions of RFP |
| Chapter-4: | - | Special Conditions of RFP |
| Chapter-5: | - | Evaluation Criteria & Commercial Bid Format |

4. This RFP is being issued with no financial commitment and this office 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.

.....Sd/.....
(P S Sisodiya)
Dy Director/MM-II

Chapter-1

GENERAL INSTRUCTIONS TO BIDDERS

1. **Brief Scope of Work**

The hiring will be for the period of one year from the date of agreement extendable for another one year at the sole discretion of O/o JS (Trg) & CAO.

2. Any clarification with regard to obtaining of bid documents may be obtained from Dy Director/MM-II on Tele No. 23014698.

3. **Important Dates**

Sale of bid documents upto	: 12 Apr 2016 at 1200 Hrs
Date of submission of bids	: 12 Apr 2016 at 1300 Hrs
Opening of bids	: 12 Apr 2016 at 1500 Hrs

4. **General Information**

(a) Interested prospective bidders are advised to go through the Tender documents carefully before participating in the bid.

(b) The Ministry of Defence reserves the right to accept or reject any RFP bid and to annul the process and reject all RFP bids at any time without incurring any liability to the firms.

(c) Any wrong or misleading information will lead to disqualification.

(d) RFP bids received after due date and time will not be entertained.

5. The essential details of car/service quantity required along with their specifications are given in Chapter-2.

6. The tender documents complete in all respects duly sealed should reach the Office of the JS (Trg) & Chief Administrative Officer, Ministry of Defence, New Delhi not later than 12 Apr 2016 upto 1300 Hrs. **The required documents as mentioned in the RFP duly filled in and signed must be submitted in a sealed cover.**

7. The tender must be addressed to Joint Secretary (Trg) & Chief Administrative Officer, Ministry of Defence, E Block, Dalhousie Road, New Delhi and **superscribed as `TENDER FOR HIRING OF VEHICLE BY O/O JS (TRG) & CAO.** Tenders may be put in the tender box kept in the Reception Office at E Block, Dalhousie Road, New Delhi or sent by Registered Post so as to reach before the scheduled date and time. No responsibility will be taken for postal delay or non-delivery/non-receipt of tender documents. Telegraphic quotations will not be accepted under any circumstances. Tenders received after the stipulated time and date or incomplete in any respect shall not be considered and will be summarily rejected. Any amendment in bid, if required, shall be made legibly and signed by the tenderer. Conditional tenders will not be accepted.

8. Tender Bids will be opened by a committee at 12 Apr 2016 at 1500 Hrs in the office of the JS (Trg) & Chief Administrative officer, Ministry of Defence. Authorized representatives of the tenderers can attend tender opening. If due to any exigency, the due date for opening of tenders is declared as closed holiday, the tender will be opened on next working day at the same time or any other day and time as intimated by the Government

9. The tenderers are permitted to tender on the explicit understanding that they shall not be entitled to resile from their offer or modify the terms and conditions given herein once the same have been received by the JS (Trg) & Chief Administrative Officer, Min of Defence. If tender is withdrawn/amended or any further conditions are imposed by the tenderer, the earnest money deposited by the tenderer shall be forfeited without prejudice to any other remedies of the Government for such breach on the part of the tenderer.

10. Tender Bid should be signed by the Proprietor/Partner of the firm or by person who is duly authorized and legally competent to do so. A person signing the forms or any document forming part of the contract on behalf of the firm shall be deemed to have been duly authorized by the Proprietor/Partner of the firm and actions taken by such person in pursuance of this contract shall be deemed to have been performed by the Proprietor/Partner.

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

12. **Validity of bids:** The bids shall remain valid for 90 days from the date of submission of the bids

Chapter-2

1. Schedule of Requirements: Details/type of car to be hired for plying in Delhi/New Delhi and NCR (Noida, Greater Noida, Ghaziabad, Faridabad and Gurgaon) against this contract is given below.

Type of Car

DLY Non-AC Car (1200 CC or above)

*Not more than 03 years old in good running condition
i.e. the car should not be manufactured before June 2014

2. **Requirement of Vehicle:** Normally 01 (one) to 03 (three) cars may be required on daily basis. However, actual number of cars required will depend on daily requirement. The contractor will provide required number of vehicles which have current valid permit from concerned competent authority, on as required basis. Intimation regarding the daily requirement of vehicle shall be conveyed telephonically. The vehicle will be required for use as under:-

Car 1200 CC or above : 100 Km/09 Hrs + extra Km rate basis

3. **Appearance/Condition of Vehicle:** The contractor will provide the vehicle in perfect running condition. Upholstery, décor, matting, paint, lights and all other accessories of the vehicles provided are to be in excellent condition at all times.

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

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

6. The successful bidder/contractor should have valid PAN Card, Sales Tax/Service Tax Registration and also require to sign an agreement with this office within 30 days from the date of written intimation to this effect. Supply order/Job Order will be issued against the contract agreement for hiring of cars on as required basis. Please note that contract can be cancelled unilaterally by this office in case contracted items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of this office, with applicability of LD Clause.

Chapter-3
STANDARD CONDITIONS OF RFP

1. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

2. **Arbitration clause:** 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. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be obtained on request).

3. **Penalty for use of undue influence:** The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of this office or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Coder, 1860 or the prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle this office to cancel the contract and all or any other contracts with the Contractor and recover from the Contractor the amount of any loss arising from such recover from the Contractor the amount of any loss arising from such cancellation. A decision of this office or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer/employee of this office or to any other person in a position to influence any officer/employee of this office for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as this office 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 this office.

4. **Access to Books of Accounts:** In case it is found to the satisfaction of this office that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of this office, shall provide necessary information/inspection of the relevant financial documents/information.

5. **Termination of Contract:** This office shall have the right to terminate this Contract in part or in full if the contractor does not fulfill the special conditions of RFP at Chapter-4 of this Tender Document.

6. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
7. **Transfer and Sub-letting:** The Contractor has no right to give, bargain, assign or sublet or otherwise dispose of the contract or nay 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.
8. **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 date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

Chapter-4

SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the contract) as selected by this office. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:**

The Bidder will be required to furnish a Performance Guarantee 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.) in favour of the President of India through the JS (Trg) & CAO, MOD, New Delhi 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 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MOD website and can be provided on request).

2. **Payment Terms** : 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 form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made on monthly basis on production of the requisite documents.

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

4. **Paying Authority**:

The payment of bills will be made on submission of the following documents by the Contractor to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill/Contractor's bill
- (ii) Ink-signed copy of Commercial invoice/Contractor's bill.
- (iii) Copy of Supply Order/Contract .
- (iv) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (v) User Acceptance.
- (vi) Xerox copy of PBG.

5. **Risk and Expense Clause**: In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, O/o JS (Trg) & CAO shall hire similar type of vehicles at his discretion from other sources at the risk and expenses of the contractor on the prevailing market rates. Such hiring from alternative sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor or such hiring. Expenses incurred on risk and expenses hiring, shall be debited from the security deposit of the contractor.

6. **Drivers:** Drivers reporting to O/o JS (Trg) & CAO should be in possession of valid license and badges as applicable. The contractor shall ensure that the antecedents of the drivers are verified by the police and they are in possession of the same while on duty. The driver should be of good character. The contractor shall be responsible for discipline and behaviours of drivers deployed by them. Consumption of alcohol by drivers during duty is strictly prohibited and the contractor shall ensure that drivers reporting for duty is not under the influence of alcohol. It is to be brought to the notice of all drivers that they are not authorized to make any entry or permitted to carry out any amendment on the duty work sheet. The drivers may carry their packed meals. The drivers are not to leave their place of duty unless permitted to do so by a bonafide user. No mileage will be allowed for any lunch/tea break. Driver should be conversant with Delhi roads localities and should be consistent and punctual on their duties and should be in possession of latest Road Map of Delhi/New Delhi/NCR.

7. **Accidents:** In circumstances, when the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to the vehicle, driver, passenger or any third party, the responsibility for any legal or financial implication shall rest solely with the contractor. O/o JS (Trg) & CAO or the Government of India shall have no liability, whatsoever, in this regard.

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

9. **Price Negotiation:** Before concluding the contract, this office may, if considered necessary, conduct price negotiations with L1 bidder through a Commercial Negotiation Committee (CNC) in order to obtain best value for money and also to clarify all aspects of the contract to avoid ambiguity and dispute at a later stage.

10. **Safety Guidelines:**

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

(b) (i) The vehicle used for the purpose shall not be driven by a driver who
(aa) has less than five years experience of driving cars
(ab) has been challaned more than twice in a calendar year on account of violation of stop line, or violating the restriction in respect of overtaking, or jumping red (stop) lights or violating parking regulations or allowing unauthorized person to drive.

(ii) has been challaned or charged with the offence of over speeding, drunken driving or driving dangerously or for the offences under sections 279 (rash driving or riding on a public way); 337 (causing hurt by act endangering life or personal safety of others); 338 (causing grievous hurt by act of endangering life or personal safety of others); or 304 (culpable homicide not amounting to murder) of the Indian Penal Code 1860 (45 of 1860).

11. The Contractor, if awarded the contract shall furnish the details of cars being provided by them under the contract on day to day basis. The details shall be furnished to O/o JS (Trg) & CAO on each working day latest by 0900 Hrs.

Chapter 5
Evaluation Criteria and Price Bid issues:

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids/Quotations 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 as defined.

(b) Buyer will have the right reject unrealistic low rates of any bidder.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the **Price Bid Format** given at Appendix-A to this tender enquiry/RFP. Only one rate shall be quoted against each item in Price Bid. Hirer will be within their rights to reject any bid which is abnormally low as compared to the benchmark decided by the Competent Authority of the Government. Therefore, bidders are requested to quote realistic rates in terms of minimum wages to be paid to the drivers, depreciation of vehicles, moderate return on the investment and commercial ethics of the particular business, Overwriting of prices should be avoided and in case any correction is done, the same must be countersigned. The consideration of taxes and duties in evaluation process will be as follows:

(i) L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octroi/entry tax, etc on final product, as quoted by bidders. The ultimate cost to the Hirer would be the deciding factor for ranking of Bids. Bidders are required to quote all inclusive rates for the items included in the proposed Contract. The quoted rates, once accepted, shall remain valid till completion of Contract.

(ii) For the purpose of calculation of lowest **daily** hiring charges or the L-1 in respect of vehicles, the rates for extra per kilometer charges and charges for per extra hours (i.e. beyond 100 Kms and 09 Hours) shall be calculated @ 25% of the fixed kilometer and fixed hours.

(d) If there is a discrepancy the unit price and the total price, the unit price will prevail and the total price will be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Hirer.

RFP No. 02/2016

PRICE BID FORMAT

1.	Tender to be addressed to.	The President of India
2.	Tender to be submitted to	JS (Trg) & CAO, Min of Def, E- Block Hutments, Dalhousie Road, New Delhi-11.
3.	Name of the Firm	
4.	Address of the Firm	

RATE QUOTATION

(i) Type of Vehicle	(ii) Make and Model of Vehicle	(iii) Engine Capacity	Rate quoted for							
			(iv) Rate for 09 Hrs/100 Kms (in Rs.)	(v) Rate for extra per Km (in Rs.)	(vi) Rate for extra Km @ 25% of 100 km i.e. for 25 Km (f)=(e)x25	(vii) Rate for Extra per hour (in Rs.)	(viii) Rate for extra hrs @ 25% of 09 hrs i.e. for 02 hrs 15min.	(ix) Taxes & Levies *	(x) Grand Total (all inclusive)	(xi) Remarks
(a)	(b)	(c)	(d)	(e)	(f)=(e)x25	(g)	(h)=(g)x 9/4	(i)	(j)=(d)+(f)+(h)	(k)
Non AC Cars										

Further, we have read carefully the Tender Enquiry and all the terms and conditions etc. mentioned in the Tender Enquiry bearing No. A/48932/Staff Car/CAO/MP-III dated 03.08.2016 and we accept all the stipulation.

* Taxes & Levies will not be considered for determining L-1 bidder.

Firm's Seal and Date

Signature of Tenderer_____

Name in Block letters_____

Date _____

List of firms

- (a) M/s R K Motors,
Aggarwal Chambers, Shop No. 106
CD Block, Pitampura, Delhi-110088
- (b) M/s Vivek Travels (Regd)
22, DDA Market SD Block
Pitampura, Delhi-110088
- (c) M/s Sakshi Cabs (I) Pvt Ltd
40, Central Market,
Kidwai Nagar (East)
New Delhi-110023
- (d) M/s Malhotra Tour & Travels
AB-435, Ram Nagar
Paharganj, New Delhi-110055
- (e) M/s L R Taxi Services,
R-29, Masjid Road,
Jangpura, Bhogal,
New Delhi-110014