

REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CIVIL TRANSPORT

INVITATION OF BIDS FOR HIRING OF CIVIL HIRED TRANSPORT

REQUEST FOR PROPOSAL (RFP) NO DSSC/MT/932/100A/2016 (CHT) DATED 09 MAR 16

Headquarters
Defence Service Staff College
Wellington – 643231

DSSC/MT/932/100A/2016 (CHT)

Mar 2016

1. On behalf of the President of India, the sealed bids are invited from bidders (registered ASC CHT Contractors and non registered CHT Contractors) for provision of transport service at Defence Service Staff College, Wellington for the period 01 Jun 2016 to 31 May 2017 (exact period/date of commencement of contract will be notified in the Supply Order) 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 1130hrs on 30 Mar 2016. The bids will be opened at DSSC Wellington at 1200 hrs on 30 Mar 2016.

2. Please super scribe the above mentioned Title, RFP number and date of opening of the quotation on the sealed cover to avoid the bids being declared invalid.

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

- | | | | |
|-----|--|---|--|
| (a) | Bid/queries to be addressed to | - | Commandant, DSSC |
| (b) | Postal address for sending the Bids | - | MT Section
Defence Service Staff College
Wellington – 643231 |
| (c) | Name/designation of the Contact personnel | - | Lt Col Siji Pillai
MTO |
| (d) | Telephone numbers of the Contact personnel | - | 0423-2233325 (exchange) 2516
(Extension) |
| (e) | E-mail ids of contact personnel | - | qbranchdssc@gmail.com |
| (f) | Fax number | - | 04232201975 |

(Signature of the Tenderer)

2.

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

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

(b) Part II – Contains essential details of the service 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.

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

6. Please return this letter along with the complete RFP duly signed as attached.

Yours faithfully,

Sdx-x-x-x-x-
(Siji Pillai)
Lt Col
MTO
For Commandant

7. 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: Mar 2016

Signature of Tenderer

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

(Signature of the Tenderer)

Part – I General information**1. Last Date and Time for Depositing the Bids: 30 Mar 2016 by 1130 hrs**

The sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of Depositing the Bid: Sealed Bid should either be dropped in the Tender Box marked as **MT Section** or send by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

3. Time and date for Opening of Bids: 30 Mar 2016 by 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 any other day/time, as intimated by the Buyer).

4. Location of the Tender Box: MT Section DSSC Wellington.

Only those Bids that are in the tender box will be opened. Bids dropped in the wrong Tender Box/elsewhere will be rendered invalid.

5. Place of Opening of the Bids: Kautilya (Ranjit Block), DSSC Wellington

The Bidders may depute their representative, duly authorized in writing, to attend the opening of Bids on the due date and time. 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.

6. Forwarding of Bids: Bids should be forwarded under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number. Service tax No, Bank address with NEFT Account if applicable, etc and complete postal and email address of their office.

7. Clarification Regarding Contents of the RFP: A prospective bidder who requires clarification regarding the content of the bidding documents shall notify to the Buyer in writing about the clarification sought not later than 14 (fourteen) days prior to the date of opening of the bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

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

(Signature of the Tenderer)

9. **Clarification Regarding Contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
10. **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.
11. **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
12. **Validity of Bids:** The Bids should remain valid for 90 days from the last date of submission of the bids.
13. **Earnest Money Deposit:** Bidders are required to submit Rs 52,000/- (Rupees fifty two thousand only) as Earnest Money Deposit (EMD) alongwith their bids. The EMDs may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 attached. EMDs are to remain valid for a period of forty five days beyond this final bid validity period. EMDs 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 whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender received without depositing the requisite earnest money are liable to be rejected.
14. **Cost of Tender Document:** The cost of tender documents will be Rs 100/-.
15. Tenders that do not comply with the above conditions are likely to be rejected.
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.
- *The officer who sanctions the contracts, as specified in Financial Regulations, India Part-I, read in conjunction with Govt of India, Ministry of Defence letter No 61580/Q/ST-4/2543/D (QS) dated 24 Dec 2009.*
17. Any further information required on application can be obtained on any working day between 09 AM to 02 PM addressed to Comdt, DSSC Wellington.
18. The Officer(s) operating the contract will be indicated in the supply order/ AT Note.
19. The payment of bills of successful tenders will be made by E-payment by the Controller of Defence Accounts, Chennai.
20. These instruction on "Invitation of Bid" are to be signed by you and returned along with your bids.

(Signature of the Tenderer)

Conditions & Common QR for Unregister firm/Vendor

21. **Capacity of the bidder.** The vendor/firm/company (unregistered) 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 and / or command boundary (in case of light vehicle) where the firm desires to be business :-

S/No	Value Upto	Light Vehicles	Buses and water bowser	Load Carrying Vehicles (truck 9 Tons and above)	CHTT (Trucks with Trailer) and Specialist Vehicles ie JCB, Earth Movers, Cranes, Tractor with implements etc)
(a)	Upto 50 Lakhs	03	-	01	No stipulation

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

S/No	Type of Vehicles	Vintage as on 01 Jun
(a)	Light Vehicles	06 years
(b)	Buses	10 Years
(c)	Load Vehicles	12 Years
(d)	Water Specialist Vehicles	No stipulation

23. **Common Qr.** The following document shall be submitted by the bidders :-

(a) The firm should have a shop/ establishment located in the city and should be dealing with all such transport business. The shop/ establishment should be functional.

(b) Proprietorship or partnership deed or articles/memorandum of Association as the case may be duly registered with register of firms.

(c) Proof of experience of transport service provided to any Govt/PSUs/reputed Private companies for at least three years with minimum of one year experience with Govt Depts/ PSUs. Such proof should be supported with documentary evidence in terms of contract agreement, payment details etc. Experience certificate given on letterheads without supporting documents like contract agreement will not be accepted.

(d) Police verification the proprietors.

(e) Affidavit stating no criminal / black listing / court case related to service concerned is pending against the firm/company.

(f) Certified copy of Bank A/c for the last three years issued by the Bank.

(g) Service Tax Registration Number.

(h) Affidavit by the proprietor/partners of firm/company regarding ownership of vehicles.

(j) Photocopy of RC books duly attested.

(k) Last three years income tax returns ad PAN/TAN of the firm/individual.

(l) Last three years audited accounted with balance sheet.

(m) Banker's certificate for financial capability.

Form DPM 13
 (Refer to para 13 of Part I
 General Conditions of RFP)

EMD FORMAT

Whereas ____ (hereinafter called the "Bidder") has submitted their offer dated _____ for the supply of _____ (herein after called the "Bid") against the Buyer's Request for Proposal No _____ KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called "Buyer") in the sum of _____ for which payment will and truly to be made to the said buyer, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said bank this _____ day of ____ 2016

The conditions of obligation are:-

1. If the bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of the tender.
2. If the bidder having been notified of the acceptance of his tender by the buyer during the period of its validity.
3. If the bidder fails to furnish the performance security for the due performance of the contract.
4. Fails or refuses to accept/execute the contract.

WE undertake to pay the buyer up to the above amount upon receipt of its first written demand, without the buyer having to substantiate its demand provided that in its demand the buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

 (Signature of the authorized officer of the bank)
 Name and designation of the officer
 Seal, name and address of the bank and address of the Branch

(Signature of the Tenderer)

Part II- Essential Details of Service Required1. **Schedule of Requirements.** List of Services required is as follows.:-

S/No	Type of Vehicles	No of vehicles reqd	Local duties				Outstation Duties		Night Halt Charges
			4hrs/40 Km	8hrs/80km	Extra Hrs	Extra KM	One Way per KM	Both Way Per KM	
Car Non AC									
1.	Tata Indigo/Ambassador/similar vehicle of size, cost, power & boot space	380							
2.	Maruti Esteem VX/Tata Sumo/Tata Manza/ Qualis similar vehicle of size, cost, power & boot space	151							
3.	Toyota Innova, Scorpio, Mitsubishi Lancer, Honda City, Ford Fiesta, Toyota Corolla, Sx4, Skoda Octavia &similar vehicle of size, cost, power & boot space	16							
Car AC									
4.	Tata Indigo/Ambassador/similar vehicle of size, cost, power & boot space	13							
5.	Toyota Innova, Scorpio, Mitsubishi Lancer, Honda City, Ford Fiesta, Toyota Corolla, Sx4, Skoda Octavia &similar vehicle of size, cost, power & boot space	200							
BUSES (Diesel Only)									
6.	Bus upto20 Seater (Deluxe) Non AC	45							
7.	Bus upto20 Seater (Deluxe) AC	11							
Load carrier									
8.	Truck 9/10 Ton	02							
9.	Truck with trailer for carriage of CL-V vehicles	02							
Recovery vehicles (Diesel Only)									
10.	Recovery vehicles (Light Duty 5 to 10 Ton)	02							
11.	Recovery vehicle (Heavy Duty 10 to 20 Ton)	02							
Water Bowser (Diesel Only)									
12.	Water Bowser 3000 ltr (Without Water)	30							
13.	Water Bowser 5000 ltr (Without Water)	70							

(Signature of the Tenderer)

NOTES OF THE SCHEDULES

1. The total number of vehicles mentioned in the schedule is an approximation only. However, the contract value may fluctuate by plus/minus 25%. 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.
2. The total requirement of vehicles is based on yearly basis and can vary for each month/week/day.
3. Time and Kms run will be calculated from the control room (MT Section, DSSC Wellington)/desired place.
4. Do's and Don'ts formulated will be handed over by the Contract Operating Officer for strict compliance to CHT contractor/driver, such as dress of driver name plate for driver, wearing of shoes, minimum five years driving experience and with adequate manners and attitude to greet the VIP etc.
5. All taxes including service tax/octroi charges/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.
6. Army escorts may travel in the transport from the starting point to the destination, if considered necessary, at no extra cost.
7. OC unit to issue certificate for voluminous load, if any and payment will be made as per vehicle capacity.
8. After loading of load carrier/items, the transport is to be fully covered with tarpaulin to be supplied by the transporter. Transporter will ensure that all consignments are handed over to the consignee with seals intact wherever applicable.
9. Both way payment will be made for transportation of mortal remains.
10. No separate charge for loading/unloading period is applicable. A reasonable and standard period of six hours will be laid down for loading at the starting station and six hours for unloading at the destination.
11. 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.
12. The driver should be possession of his driving license and other required documents of vehicle.
13. In case rate for any category is not filled by the tenderer, the said tender will be rejected.
14. The lowest tender value (L1) will be determined after calculating the total value of the contract based on the sum total of the tendered rates for each individual items/categories under which vehicles are proposed to be hired.
15. **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.

(Signature of the Tenderer)

(c) In case vehicles run for more than 80 kms in less than 8 hours, the payment will be made for 8 hours/80 kms bracket plus for extra km on km rate basis. Similarly, if the vehicle which runs less km but is retained for more time then the payment will be made for 8 hours/80 km bracket plus for extra hours on per hour rates basis.

(d) Thirty minutes and above will be charged as one hour and time below thirty minutes will be ignored.

(e) Only one parameter i.e extra KM or extra hour whichever is higher will be paid.

(f) All destinations/places within a radius of 20 Kms from the place of origin i.e. DSSC Wellington will be in the ambit of Station duties (local duty) and out station charges will not be applicable.

16. **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) Day halt charge will only be given if the vehicle is detained/static between 0600 hours to 2200 hours due to administrative requirement of user unit/ weather conditions/unforeseen circumstances.

(c) Vehicle once hired will be paid for minimum charges of 04 hours/40 kms per day and thereafter between extra hours and kms whichever is less.

(d) All types of vehicle may be dehiared at destination and for which one way payment will be made and no additional charges will be applicable.

15. In case 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 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. **Effectuated Date of the Contract.** The contract shall come into effect on the date of signature of both the parties on the 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. The standard clause of arbitration are as per **Form DPM 7** enclosed to Part III of the RFP.

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 ant 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 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 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. **Liquidated Damages.** In the event of the service provider's failure to submit the BankGuarantees and Documents or provide the services as specified in this contract, the buyer may at his discretion deduct any payment until the completion of the contract. The BUYER may also deduct from the SERVICE PROVIDER as agreed liquidated damages to the sum of 0.5% of the contract value of the delayed service mentioned above for every week of delay or part of week subject to the maximum value of the Liquidates Damages being not higher than 10% of the value of delayed services.

9. **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 48hrs after the schedule date of service.
- (b) The service provider is declared bankrupt or becomes insolvent.
- (c) The service is delayed due to causes of Force Majeure by more than 48hrs provided Force Majeure clause is included in contract.
- (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.

(Signature of the Tenderer)

10. **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.

11. **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.

12. **Patents and other Industrial Property Rights.** The prices in the present contract shall be deemed to include all amounts payable for the use of patents, Copyrights registered charges trademarks and payments for any industrial property rights. The service provider shall indemnify the buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the pervious paragraphs whether such claims arise in respect of services or use. The service provider shall be responsible for the completion of the supplies irrespective of the fact of infringement of any or all the rights mentioned above.

13. **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.

14. **Taxes and Duties**

(a) **General**

(i) If bidder desires to ask for exercise duty or sale Tax/VAT extra, the same must be specially 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 any Duty/Tax 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) The bidder no longer has the option to quote the all inclusive rates as per amendment 1/2015 to DPM-2009 issued by MoD (fin) New Delhi, letter dated 10 Nov 2015.

(Signature of the Tenderer)

(iv) 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.

(v) 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) **Octroi Duty & Local Taxes**

(i) Normally materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulation at times however provide for such exemption only on production of such exemption certificate from any authorized officer. Service provider should ensure that stores ordered against contracts placed by this office are exempted from levy of town duty / Octroi Duty. Terminal Tax or other local taxes and duties wherever requires, they should obtain the exemption certificate from the Buyer to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the service provider 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 concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

(c) **Sales Tax / VAT / Service Tax**

(i) If it is desired by the Bidder to ask for Sales tax/AVT/ service Tax to be paid as extra the same must be specially 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 sales tax will devolve upon the buyer.

(ii) On the Bids quoting sales tax extra the rate and the nature of sales Tax applicable at the time of supply should be shown separately. Sale tax 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 sales tax and the same is payable as per the term of contract.

(Signature of the Tenderer)

General Conditions for the Supply of Civil Hired Transport

15. Mechanical Transport Officer, DSSC will be the contract operating officer.
16. The vehicle provided under this contract shall be of good condition, 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.
17. 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. 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.
18. 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 Comdt DSSC shall be final and binding on the service provider.
19. 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.
20. The civil vehicles provided as required under the contract include those for Transport of any central Government officials, civilian and national of other countries for whose subsistence Government of India accepts responsibility and who happened to be or come into the area covered by the contract.
21. The Government shall have the right to hire vehicles from Army Welfare Transport or any central Government aided/sponsored scheme from State Govt/unit within or outside the area covered by this contract or state Government transport in lieu of CHTs (Civil Hired Transport) vehicles provided by Service Provider under this contract which are not found acceptable and service provider will have no claim against the Government as damages or compensation on account of rejected/unaccepted vehicle by the authorities concerned. In case vehicles are not available from above sources, Govt shall hire vehicles from open market at the risk and expense of the contractor.
22. 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.
23. The quantities show in the schedule (Refer to Part II of RFP) are approx requirements. There is no guarantee that the requirement shall remain at this level throughout the period of contract/agreement. No claim for compensation what so ever shall be made by service provider or entertained by the Government on above/below the schedule quantities nor request for ex-gratia payment will be made by service provider.

(Signature of the Tenderer)

24. 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.
25. The service provider will employ reliable agent holding power of attorney 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.
26. 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.
27. In the event or an agent employed by service provider for dealing in CHTs, service provider shall submit an affidavit to declare him as the authorized agent. Such agent will be approved by the contract operating officer/Officer concerned. Agents considered undesirable by the officer operating the contract would be replaced by service provider by suitable persons within a maximum period of three days and during the period of three days Service provider shall directly deal with contract operating officer/Officer concerned and will always be available to take their requirements. Service provider and the accredited agent will furnish full verifiable address and telephone number to the contract operating officer where service provider or agent can be contacted or the demand for the transport can be placed. If service provider or agent fails to turn up to take the demand for the transport and in case of any change in above details, this will immediately be informed to the contract operating officer. The service provider shall furnish a valid e-mail id for receiving instructions and demand of transport and such communication shall be deemed as demand received by the service provider.
28. 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 on completion of duty. Service Provider will accept obtaining of the full signature of such representative as fully binding on Service Provider.
29. As long as there is no control under which the maximum rate is fixed below the agreed rate the government shall pay for the vehicle provided at agreed rates and in the event of such control order be made and put in force the rate shall be maximum fixed under the control order in force at the time of supply of CHT.
30. To ensure before submission of contractors bill and connected documents to the Controller of Defence Account (CDA), Chennai that all entries overwritten/alterd are attested by the officer concerned as many times as fresh entries are made.
31. (a) The payment of CHT accepted by the Military Department will be made to the credit of my / our account in a recognized bank of the Republic of India and the bill shall be receipted and endorsed by me/us in favour of the bank payment of bill which is signed but not receipted and endorsed in favour of the bank will be made on production of a legal power of attorney or authorizing the bank to receive payment on my/our behalf.

(Signature of the Tenderer)

(b) I/We understand that the above procedure will not in any way effect the rights of the Government to deduct from bills (whether endorsed in favour of the bank or not) any sum due to them by me/us on account of penalties over payment etc on the contract to which the bills pertain or any other contract with Government of India.

(c) I/We shall be required to acknowledge receipts of all cheque issued in my/our favour with regards to cheque sent to me/us by post at my cost. I/We shall acknowledge receipt within 15 days from the date of the receipt, failure on the part of me/us to acknowledge receipt will render me/us liable to forfeit the privilege of receiving of cheque by post and unless I/We furnish a satisfactory explanation for my/our default in this respect. Payment through cheque sent by post shall not be re-issued and I/We shall be required to obtain cheque for future payment from the office of the concerned Controller of Defence Account (CDA) after rendering proper receipt.

32. 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).

33. 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.

34. I/We hereby certify that I/We have taken into account the effect of new bills under discussion in the legislature in the rate tendered

35. I/We have no objection to issue a tender to contractors/firm irrespective of their classification/items based on either total value or item wise.

36. The authorities calling for tenders are also at liberty to accept the rates in whole or in part whichever is economical to the state.

37. I/We agree to provide CHT vehicles over and above & below 25% of the schedule/Acceptance of tender note

38. I/We understand the authority calling tenders is at liberty to conclude more than one contract for any type of vehicles in one station.

39. I/We will comply with quantity demanded at a time or the total quantity mentioned in schedule of this contract for period.

40. I/We understand that the Government of India or State Government are giving special encouragements and support to selected persons for procurement of CHT vehicles of good conditions, if so desired the contract operating officer shall hire transport from such personnel as may be indicated by him and pay that rates as shall be fixed on the basis of then prevailing market rates.

41. 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 fulfillment of any terms laid down therein.

(Signature of the Tenderer)

42. Driver of CHT vehicles will be in possession of valid 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.
43. Except for natural calamities transport will be made available at given date and time.
44. No waiting/halt charge will be paid to the contractors. The rates, which have been tendered and further finally notified in the Acceptance of tender note will only be paid to the contractor.
45. 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.
46. The Army organization will be carrying on its activities and exploring market in any area in which I/We obtain CHT under this contract either for the purpose of obtaining statistical hiring of any transport to meet requirement from time to time or as may be consistent with any state or other Government/Central Government which may be introduced during the currency of the contract.
47. Provision of cover outer/tarpaulin so required to be put on a load carrier shall be my/our responsibility, no claim for damage or loss while the vehicle is on military duty will be preferred.
48. Any restriction issued by the local bodies or state Government in connection with CHT will not be contracted as an excuse for not providing the same.
49. In the event of withdrawal (or reduction in the number) of troops and consequent of or reduction in demand, I/We not be entitled to any compensation. The Officer sanctioning the contract or officer operating the contract will however make reasonable endeavors to give warning of any impending complete withdrawal or of any reduction, seriously affecting quantities likely to be required under the contract.
50. The procurement of CHT be of good condition and failing I/we understand that if so desired the contract operating officer is at liberty to meet the requirement of such CHT under this contract from such persons as may be indicated by him and pay the supplier that rates as shall be fixed on the basis of the prevailing market rates.
51. All payment will be carried out with reference to the number of this contract/ Acceptance of Tender Notice.
52. 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.

(Signature of the Tenderer)

(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) If it should transpire that Service Provider is being doing business conjointly with any other contractor or that service provider is a partner in any other firm on the approved list of ASC contractors.

(g) If Service Provider fails to deposit the performance Bank Guarantee.

(h) 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 mean while or subsequently for supplies/service accepted or made at any station in ignorance of the rescission.

(j) In case of such rescission the Government shall be entitled to recover from me/us in demand any extra expense the Government may have put in obtaining supplies/service or hereby agreed to be supplied from elsewhere in any manner mentioned in clause 7(b) thereof for the remainder of the period for which this contract was entered into without prejudice to any remedy the Government may have.

53. 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.

54. 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)

Form DPM 7

(Refer to para 3 of part III
Standard Conditions of Request
For Proposal RFP)

Format of Arbitration Clauses – Indigenous Private bidders

- (i) All disputes or difference arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussion.
- (ii) Any dispute disagreement of question arising out of or relating to this contract or relating to construct or performance (except as to any matter the decision or determination whereof is provided for by these condition) which cannot be settled amicable shall within sixty (60) days or such longer period as may be mutually agreed upon from the date on which either party informs the other in writing by a notice that such dispute disagreement or question exists will be referred to a sole Arbitrator.
- (iii) Within sixty (60) days of the receipt of the said notice an arbiter shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have seat in the station where the contract is/was operational or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration shall be conducted under the Indian Arbitrator and conciliation Act 1996 and the award of such Arbitrator Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expense shall be shared equally by the parties unless are the subject awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligation under this contract during the pendency of the arbitration proceeding except in so far as such obligation are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the third arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator if appointed shall be equally shared by the buyer and service provider.

(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.

(a) The Bidder will be required to furnish a performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for sum of equal to 10% of the contract value within 30 days of receipt of the confirmed order or before the commencement of contract whichever is earlier (or within such extended time as may at the sole discretion of the Govt be granted to the contractor by the contract sanctioning authority).

(b) Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contractual obligations. The specimen of PG is given in Form DPM 15 attached to part IV of special conditions of RFP.

(c) Until receipt of the performance security deposit in full or in the event of the non-submission of the performance security deposit the earnest money will be retained and considered as part of performance security deposit and the balance amount of it if any will be deducted from the payment or bills of the contractor from contract operating officer or otherwise from payment due from CDA. Same action will be taken in case of re-appropriation of security from expired or expiring contracts if the re-appropriation action is not completed within the stipulated period and the performance security is not deposited by the contractor.

(d) The officer sanctioning the contract has the right to invoke the performance security deposit in case of any breach of the contract by the Service Provider or by not delivering the service and/or stores by the due dates of the contract.

(e) The service provider will have to refund to the government claim under the warranty clause and other claims that may arise out of under this contract as soon as a demand to that effect is made by the contract sanctioning officer failing which such claims will be recovered by adjustment against the performance security deposits. Should this sum be not sufficient to cover the full amount recoverable the service provider shall pay the remaining balance due to the government on demand.

(f) The Performance security deposit as per this contract can be adjusted by the government if there is any claim whatsoever it has against the service provider relating to this contract or otherwise.

(g) Performance Security deposit or any balance thereof remaining at the end of the contract shall not be returned to the Service Provider until their accounts have been finally audited and settled and unit/service provider has executed the usual "No Demand Certificate". The performance security deposit will be refunded to the service provider only after the completion of the contact in all respect and on submission of "No Demand Certificate" obtainable from Contract Operating Officer by the service provider.

(Signature of the Tenderer)

(h) In all cases the performance security deposit must be pledged as directed by the Officer calling for the tender in accordance with existing regulation and in such manner (to be decided by the officer sanctioning the contract) that the Government may realize the same without reference to the tenderer.

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/EFT 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) Performance Bank guarantee /Indemnity bond where applicable
- (e) DP extension letter with CFA's sanction U.O number and date of IFA's concurrence where required under delegation of powers including whether extension is with or without LD
- (f) 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)
- (g) Any other document/Certificate that may be provided for in the Supply Order/Contract.
- (h) 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 min three light vehicles of his own or be any reputed dealer / agent currently working in the business the document of which be produced for authentication at the time of opening of quotations. All vehicles provided by the contractor should be insured.

(b) Proof of registration and shop Act license is also required to be produced at the time of opening of quotations. Bank statement of last 6 month / 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, should not be more than 06 years old and should have sufficient fuel for the said journey.
- (d) The driver should be presentable i.e. shaven, well behaved & mannered.
- (e) The starting / Closing KM & Time be taken from DSSC MT Section location except for pickup/drop ex. Coimbatore Airport / Railway station where the Start/Finish would be at Coimbatore. Separate rates are to be quoted for drop/pickup and for one way distance.
- (f) When the vehicles are used for more than 4hr/40km, 6hr 60km, 8hr 80km or 12hr 120km and both Hrs & Kms are exceeded the payment will be applicable for either 'Extra KM" or "Extra Hr" whichever is higher.
- (g) 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.
- (h) Rates should be quoted basic price only as per bid format att.
- (j) No night halt charges will be given, except for outdoor camp duties.
- (k) The income tax will be deducted by CDA, as per extant rules at the time of issue of cheque to the contractor.
- (l) 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 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 Majerue 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.

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

8. **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.

(Signature of the Tenderer)

Special conditions Governing Provisions of Transport and Lifting of Defence Stores.

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.

1. Transport indented for by the contract operating officer will be supplied at the time and place given in the order issued by him.
2. 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 contractors 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.
3. 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.
4. The service provider will display "ON MILITARY DUTY" board on the CHT vehicle only when hired by the Government.
5. Service provider's accredited representative will report to the contract operating officer every day at 1800hrs for collecting the demand of transport required and the transport will be provided on date and time specified. In case contractor/or accredited representative does not report, the demand of transport dispatched by e-mail/post/dispatch rider by the contract operating officer be deemed as received by the contractor and normal procedure for hiring of transport at risk and expense of the contractor to be initiated in case of failure on part of the contractor.
6. 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.
7. All vehicles carrying defence stores, personals 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

(Signature of the Tenderer)

8. 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.

9. The service provider shall submit a certificate as under prior to commencement of the agreement:-

- (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 inner line permit/valid card issued by the civil administrative authorities.

10. 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.

11. 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.

12. 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.

13. 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 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 & back shoes and service provider's firm/association with "LOGO")
 - (ii) Nail cutting and shave has been done by the driver.

(Signature of the Tenderer)

- (f) There is adequate fuel in the fuel tank.
- (g) The drivers is 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.

14. 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.

15. All vehicles will report to Contract Operating Officer or his representative (S). No vehicle driver will be permitted to leave the vehicle unattended.

16. Notwithstanding anything to the contrary mentioned in the agreement or special conditions above, any dispute or difference of opinion arising out of the operation of this agreement, the decision of the CFA and his successors in the office or officiating incumbent shall be final and binding.

17. 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.

18. The quantities shown in the Schedule (Refer to 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.

19. 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.

20. Service Provider agrees and will be responsible, for any untoward happening like accident/death of drivers during duties.

21. The manner, etiquette, conduct and behavior 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.

(Signature of the Tenderer)

22. 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.
23. The contract operating officers/user may reject the vehicle in case the vehicle tendered is not considered fit/suitable for the users.
24. No additional claim will be permissible for duties performed on Sundays/Holidays (Including National Holidays).
25. Service provider will be liable to perform the duties detailed by the contract operating officer/his representative, as and when detailed to any station within the country irrespective of the prevailing conditions in the station or enroute for unnatural calamities like flood, earthquake etc and during strike, civil disturbances/outbreak of hostilities. No additional compensation will be given.
26. 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.
27. Vehicles tendered will be registered/approved by the concerned RTO/RTA as commercial transport and all taxes paid on due date.
28. All vehicles tendered will have valid comprehensive insurance.
29. Service provider will adhere to the time permissible to travel the distance on the specified route as per the instructions which will include routine halts, halts due to security reasons imposed by the Civil/Army authorities, convoy timing if any, enroute repair/maint/timing and so on to ensure the official(s)/stores reach the destination in time. However, if the vehicle is not able to reach the destination by the expected time of arrival the driver will get the copy of transport indent endorsed from civil police authority and Army TCP stating the reasons for delay.
30. In case of repeated lapses as per terms and conditions of the contract i.e five occasion in a month and or 15 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.
31. 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.
32. Service provider will be responsible for safe carriage of stores/luggage/personnel and will not divulge to any one the nature of duty, destination and other information connected with defence efforts.
33. Service Providers will not be permitted to carry any unauthorized person/luggage and stores in the vehicle once hired.
34. Service Provider agrees that light vehicles of models more than six years old and ten/twelve years in case of buses/ heavy vehicles will not be provided for conveyance of personnel and stores respectively.

(Signature of the Tenderer)

35. If service provider fails to meet the demand regularly, service provider will be issued with warning letters and after five warning in a month and or 15 warnings during the period of contract the contract could be recommended for rescission by the contract operating officer.
36. Service provider shall provide all gear (including serviceable loading ropes and water proof sheets and tarpaulins) for use in inclement weather for proper execution of the agreement and take all necessary precaution for proper loading and conveyance of stores and being fully protected from loss or damage due to water or fire or dust or shock or exposure to sun/damp moisture, as may be applicable to each of these categories. If there is any dispute as to what is necessary under this head the same will be decided by the contract operating the agreement whose decision shall be final.
37. Service provider has no objection to the increase/decrease of the demand of vehicle placed on, provided such changes are made 12 hours in advance.
38. If service provider or representative or partner of any employees of service provide is found guilty of malpractice, such as bribery, corruption, fraud, substitutions/adulterating of store, interpolation, misbehaves with any government official the penalties as mentioned under various clauses/as applicable will be imposed.
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. The vehicle will remain engaged on as required basis.
41. Service provider shall carry all kinds of government stores/equipment i.e supply/Ordnance/Engineers/ Miscellaneous stores and FOL including Arms & Explosive as agreed upon through the agreement or any other stores.
42. 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.
43. Any dispute as to the capacity of vehicles shall be determined by the officer sanctioning the contract or an officer acting on this behalf, whose decision shall be final.
44. Service provider agrees to get all consignment as stated/specified in the vehicle transport indent at the starting/dispatching station weighed/measured at unloading point to ascertain the quantity and quality.
45. No payment shall be admissible for any period of time spend in halt for food water, rest refueling, maintenance, repair or for any other purpose, not specially authorized by the schedule/officer operating the contract while employing the transport.
46. 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.
47. The contract for hired transport for the financial year will be operated by Commandant Defence Service Staff College or an officer officiating on his behalf.
48. **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.

(Signature of the Tenderer)

49. Service provider shall ensure that adequate arrangements are made at expense for rations and bedding for service providers drivers when they are on duty.
50. Service provider shall ensure to pay/hire charges for the Government transport supplied, if any to service provider on request in case of failure of transport service due to any cause (s) at the rates fixed by the Government in accordance with orders which may be current at the time the transport is hired. Service Provider clearly understands that the aforesaid clauses does not in any way bind or oblige the Government to provide the service provider with the services. The decision of the contract operating officer in this matter will be final and binding on service provider.
51. Service provider agrees that the transport will be supplied as per demands/indents of the officer operating the contract or road warrants presented to service provider on as required basis and the requirement of transport will depend on the increase or decrease in the strength of troops in the area covered by the contract.
52. Vehicle will neither be detained after loading nor will be diverted to any other duty other than authorized by the contract operating officer, and will proceed direct to their destinations.
53. Drivers of a vehicle will be changed immediately by service provider, if so desired by the contract operating officer or officer using CHT vehicles.
54. Service provider shall agree to pay income tax at source at prevailing rates as notified/revised from time to time by the Government of India.
55. All vehicles will report to vehicles parking areas as specified by the Contract operating officer. No vehicle driver will be permitted to leave the vehicle unattended.
56. The hired vehicles when hired for station duties shall ply on routes within city limit (for station duties) as given in the user indent which have been duly approved. All satellite towns shall be deemed to be within city limits.
57. Time and Kilometer of duty will commence and terminate at the parking area as specified by contract operating officer. No extra km/time will be given for vehicle to report from garage or return.
58. In the event of failing, declining, neglecting or delay to comply with any demand or request or otherwise not executing the same in accordance with the terms of contract, the contract operating officer or his successor shall be at liberty (without any prejudice to any other remedy) to procure or to arrange the vehicles from other sources through the unit board of officers at risk and expense or service provider.
59. CHTs as and when required will be provided by service provider at any place within the area covered by the supply area as specified in the schedule (refer to Part II of RFP) or place specified by contract operating officer, at such time and in such quantities as the officer operating the contract or his representative directs. All drivers/labourers/helpers employed with a vehicle will be paid by service provider.
60. A representative or the service provider shall be allowed to supervise the loading/unloading at the loading/unloading installations, operating the contract and vehicles will be provided by the contractor as per the demand.
61. The approximate requirement shown in the schedule (refer II of RFP) may not be evenly distributed over the period of this contract by the contract operating officer.

(Signature of the Tenderer)

63. 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) 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.
- (c) The Bidders are required to spell out the rates of Service Tax 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.
- (d) If further a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures the amount in words will prevail for calculation of price.
- (e) The Lowest Acceptable Bid will be considered further for 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 Appointment of quantity, if it is convinced that Lowest Bidder is not in a position to provide service in stipulated time.

(Signature of the Tenderer)

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

Form No:

Registration No (State/Central Government)

PAN

To : The Commandant, Defence Services Staff College, Wellington, Nilgiris (TN) PIN - 643 231

Ser No	Type of Vehicle	(Local Duties) (Amount in Rupees)				Outstation Duties (Amount in Rupees)		
		4 hrs/ 40 Km	8hrs/ 80Km	Extra per Km	Extra per hrs	One Way Per KM	Both Way Per KM	Night Halt Charges
Car NON AC								
1.	Tata Indigo/Ambassador/similar vehicle of size, cost, power & boot space							
2.	Maruti Esteem VX/Tata Sumo/Tata Manza/ Qualis similar vehicle of size, cost, power & boot space							
3.	Lancer, Honda City, Ford Fiesta, Toyota Corolla, Sx4, Skoda Octavia & similar vehicle of size, cost, power & boot space							
CARS (AC)								
4.	Tata Indigo/Ambassador/similar vehicle of size, cost, power & boot space							
5.	Toyota Innova, Scorpio, Mitsubishi Lancer, Honda City, Ford Fiesta, Toyota Corolla, Sx4, Skoda Octavia & similar vehicle of size, cost, power & boot space							
BUSES								
6.	Bus upto 20 Seater (Deluxe) Non AC							
7.	Bus upto 20 Seater (Deluxe) AC							

LOAD CARRIERS & AND RECOVERY VEHICLES

Ser No	Type of Vehicle	(Local Duties)			Outstation duties			
		8h/80 KM	Extra Per Km	Extra Per Hour	One Way Per KM	Both Way Per KM	Night Halt Charges	Day Halt Charges
8.	Truck 9/10 Ton							
9.	Recovery Vehicles	CHARGES FOR CRANE OPERATION (PER HRS)			CHARGES FOR TOWING CASUALTY (PER KM)		Night halt charges	
	(a) Recovery vehicles (Light Duty 5 to 10 Ton)							
	(b) Recovery vehicle (Heavy Duty 10 to 20 Ton)							
10.	Water Bowser	04h/40 KM	8h/80 KM	Extra Per Hr	Extra Per KM	Night Halt Charges		
	(a) Water Bowser 3000 Ltr (Without Water)							
	(b) Water Bowser 5000 Ltr (Without Water)							

Note :- Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product) of all items/requirements as mentioned above.

- (a) Is Service Tax Extra?
 (b) If yes, then mention the following:-
 (i) Total value of Service on which Service Tax is livable.
 (ii) Rate of Service Tax livable.
 (iii) Total value of Service Tax livable.
 (iv) Any other taxes/duties/overheads/Other costs.
 (v) Grand Total.

Note :- This price bid format is either required to be forwarded on original memo of the firm or should be fwd with covering letter on original letter pad.

Date :

Signature of Proprietor/Authorized Signatory with Seal

PERFORMANCE BANK GUARANTEE FORMAT

From :

Bank _____
To, President of India
Ministry of Defence,
Government of India
New Delhi

Dear Sir,

Whereas you have entered into contract No _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the seller has undertaken to produce a bank guarantee for (___%) of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of this guarantee be increased.
4. This guarantee shall remain valid for _____ months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.
5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
6. This guarantee shall be continuing guarantee and shall not be discharged by and change in the constitution for the bank or in the constitution of M/s _____.

DEFENCE SERVICES STAFF COLLEGE, WELLINGTON

TENDER NOTICE

Commandant, Defence Services Staff College, Wellington invites separate sealed tender for following service as per under mentioned details :-

Name of Service	Hiring of Civil Hired Transport for the period 01 Jun 16 to 31 May 17 on as required basis for Light and Heavy vehicle
Estimated cost of service	Rs 25,82,642/-
Amount of Earnest Money Deposit	Rs 52,000/-
Cost of tender	Rs 100/-
Eligibility Criteria	(a) Registered and unregistered CHT contractors. (b) The firm should have a shop/establishment located in the city and should be dealing with all such transport business. (c) Have a min annual turnover of Rs 30 Lakhs. (d) Should have a valid license/permit for running commercial vehicles. (e) Valid service Tax/VAT/TIN No. (f) Income/Service Tax Clearance Certificate. (g) Balance Sheet/Bank statement to establish financial capacity.
Last date of issue of Tender	30 Mar 2016
Last date of receipt of filed tender application	30 Mar 2016 at 1130 hrs
Place, time and date for opening of tender	Place – DSSC, Wellington, (MT Section) Time – 1200hrs First Call - 30 Mar 2016 Second Call - 12 Apr 2016 Third Call - 02 May 2016
Address of website from where the tender document could be downloaded	www.dssc.gov.in

Important Guidelines

1. Tenderer must fulfill the conditions given above and submit documentary evidence/proof of the same at the time of collection of tender documents between 9 am to 02 pm on working days.
2. **Earnest Money.** Earnest money Rs 52,000/- is required to be deposited in form of Bank Demand Draft payable to Commandant, Defence Services Staff College, Wellington alongwith complete tender documents in sealed envelope.
3. **Documents.** Tender documents and other particulars can be obtained from MT Section, DSSC on application addressed to Commandant, DSSC, Wellington on cash payment of Rs 100/- (Rupees one hundred only) (additional Rs 150/- by DD in case required by Post) (Non refundable) payable to the CDA Chennai.
4. **Contact.** In case of any query/ to seek any clarification vendor may contact Officer-in-Charge MT Section, DSSC, Wellington on telephone No **0423-2233325** (exchange) – **2516** extension during office hours (09 am to 02 pm).