

REQUEST FOR PROPOSAL

INVITATION OF BIDS FOR CONCLUSION OF RATE CONTRACT FOR HIRING OF CARS (LMVs) FOR NAVAL DUTY AT KARWAR FOR A PERIOD FROM 16th MAR 16 TO 15th MAR 17

REQUEST FOR PROPOSAL (RFP) NO 436/1/LMV/HIRING DATED 15 JAN 2016

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

(a)	Bids/ Queries to be addressed to	Staff Officer (Transport), HQKNA
(b)	Postal Address for sending the bids	Naval Base Karwar – 581 308
(c)	Name/ Designation of contact personnel	Staff Officer (Transport), HQKNA
(d)	Telephone numbers of contact personnel	08382-232036
(e)	E-mail id of contact personnel	ctpoolkarwar-navy@nic.in
(f)	Fax number	08382-263607

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

- (a) Part I – Contains General Information and Instructions for the Bidders.
- (b) Part II – Contains Schedule of Requirements (SOR).
- (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 Format for Price Bids.

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

Part I – General information

1. Last date and time for depositing the Bids: 1000 Hrs on 12 Feb 2016

The sealed bids (both technical and commercial) should be deposited/ reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked as **'Tenders for Hiring of CHT'- CARS (LMVs)** or sent 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. Tenders found in sealed box will only be considered and the responsibility rests with tenderers to ensure that their tenders reach this office before due date. Bids dropped in the wrong Tender Box will be rendered invalid.

3. Time and date for opening of Bids: At 1100 Hrs on 12 Feb 2016

(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 unless otherwise intimated by the Buyer).

4. Location of the Tender Box: Arga Main Gate, Naval Base, Karwar

5. Place of opening of the Bids: HQKNA, Naval Base, Karwar

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important 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. Two Bid system: Only the Technical Bid (**Appendix 'A'**) would be opened on the time and date mentioned above. Date of opening of the commercial bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms qualified by Technical Evaluation Committee will be opened by COA.

7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

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

9. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Contract Operating Authority (COA) 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 COA not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid

may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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

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

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

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

14. Earnest Money Deposit. Bidders are required to submit Earnest Money Deposit (EMD) of **Rs. 2,60,000.00 (Rupees Two lakh sixty thousand only)** alongwith their bids. The EMD 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 171 per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the 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. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. 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.

15. The Technical and Commercial offer will be opened by a Committee. If any bidder desires, may depute their representative duly authorised in writing to be present at the time of opening of tenders. **Authorised person should have identity proof in their possession which can be asked for verification.** Technical Bid will be opened and evaluated by Technical Evaluation Committee (TEC) and Commercial Bids of Technically qualified firms only will be opened.

16 The lowest bidder who have been technically qualified by a Board of Officers appointed by the Flag Officer Commanding, Karnataka Naval Area and fulfilling all terms and conditions will be considered for award of the contract for each type of vehicles as mentioned. Further, negotiations will be made only with lowest bidder (L1) as determined by the committee. The decision regarding award of the contract is left completely to the Board of Officers and Approving Authority.

17. The successful tenderer is to execute an agreement for the contract at his own expenses on proper value of Karnataka State Stamp Paper in the prescribed format for the due and proper fulfilment of the contract.

18. **Contract Operating Authority.** The Contract will be operated by the Officer-in-Charge, CT Pool or any other agency authorised by Flag Officer Commanding, Karnataka Naval Area.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** The following categories of vehicles are required on hiring as on requirement basis for the period 16 Mar 16 to 15 Mar 17:

S. No.	Type of Vehicle	Anticipated annual quantity of vehicles required during the contracted period
(a)	Car Non AC ((Indigo/ Swift D'Zire/ Etios/Ford Fiesta Equiv))	6000
(b)	Car AC (Indigo/ Swift D'Zire/ Etios/Ford Fiesta Equiv)	300
(c)	Sumo Non AC (Tavera/Tata Sumo/ Ertiga/ Equiv)	2000
(d)	Innova AC/ Equiv	50
(e)	Pickup Van(Mahindra Pickup/Tata 207/Equiv)	50

2. **Specification.**

- (a) Vehicles should be registered as Tourist Vehicle and comprehensively insured and should be in possession of valid PUC.
- (b) Vehicles of vintage less than 05 years and clocked less than 1,00,000 kilometers only (i.e. registered Mar 2011 onwards) will be accepted for hiring.
- (c) Vehicles should be atleast BS III or higher Pollution Standard compliant.
- (d) Should have First Aid Box and fire Extinguisher
- (e) All vehicles should be fitted with cushioned white seat covers, flag post and brackets for display of star plates as per requirement.

3. **Two Bid System** In respect of Two-bidder system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specifications, if any. The Bidders are advised to submit the compliance statement in the following format alongwith the Technical Bid: -

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification – Whether Yes/No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms
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Technical bid is to be submitted as per Appendix “A”.

4. **Period of Contract.** Delivery period for supply of services would be one year from the effective date of contract. The BUYER reserves the right to unilaterally cancel the contract in case items are not delivered on the specified time and quantity during the contracted period. The contract may be extended for the further period as decided by the Contract Concluding Authority subject to mutual agreement between both parties.

6. **Consignee details:** CT Pool (Karwar)

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. Seller 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 and interpreted in accordance with the laws of the Republic of India.

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

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 is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts 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 Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

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

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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 delivery of the material is delayed for causes not attributable to Force Majeure for more than 03 days at a stretch after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than 07 days provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised 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.

10. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting**: The Seller has no right to give, bargain, sell, assign or sublet 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 stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller 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 previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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) **In respect of Foreign Bidders**: All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous bidders**

(i) **General**

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

2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

4. If a Bidder is exempted from payment of any duty/tax upto 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, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will

be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) Customs Duty

1. For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

2. Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

3. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(iii) Excise Duty

1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so

passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

3. The Seller is also required to furnish to the Paying Authority the following certificates:

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

4. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(iv) **Sales Tax / VAT**

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2. 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. Sales tax will be paid to the Seller 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 terms of the contract.

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

1. 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 regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller 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 required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

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

PART IV – SPECIAL CONDITIONS OF RFP

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

1. **Performance Guarantee:** The Bidder will be required to furnish a performance guarantee by way of a Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) **for a sum equal to 10% of the contract value within 30 days of receipt of the acceptance of tender. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry of contract.** The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Payment Terms** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per schedule in Para 6 below upon submission of the requisite documents.

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

4. **Paying Authority:** Payment is subject to pre-audit and through Account Office (Navy), Karwar under Principal Controller of Defence Accounts (Navy), Mumbai. The bills submitted will be processed and forwarded to the Accounts Officer (Navy), Karwar for arranging payment by NEFT/Cheque directly.

5. Sales/Income Tax as the rules/Directives of the Sales/Income Tax Department prevailing in force at the time of payment of bill, will be deducted while making payment.

6. In order to streamline the process of bills, the Contractor is required to positively submit the bills as per dates appended below. The bills will be forwarded to Accounts Office (Navy), Karwar for making payment. Any delay in submission of bills and subsequent delay in settlement of bills by Accounts Office (Navy), Karwar will not be responsibility of Navy.

<u>Sl. No.</u>	<u>Period</u>	<u>Date of submission of bills to</u>
(a)	01 st to 10 th day of month	15 th day of every month
(b)	11 th to 20 th day of month	25 th day of every month
(c)	21 st to Last day of the month	05 th day of following month

7. Payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- (i) Ink-signed copy of Commercial invoice
- (ii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iii) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (iv) Performance Bank guarantee / Indemnity bond where applicable.
- (v) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.
- (vi) Any other document/certificate that may be provided for in the Supply Order.
- (vii) Copies of Work-sheets/ Trip-sheets
- (viii) Photocopy of PBG.

8. **Fall clause** - The following 'Fall clause' will form part of the contract placed on successful Bidder:-

- (a) The price charged for the stores/service supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the Contractor sells the stores or offers to sell stores of identical description to any persons/Organisations including the purchaser or any department of the Central government or any Department of the State government or any statutory undertaking of the Central or State government, as the case may be, during the period or till the performance of all Supply Orders placed during the currency of the rate contract is completed.
- (b) If at any time, during the said period the Contractor reduces the rates or offer to provide on lower rates to any person/organisation including the Buyer or any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchase/ Contracting Authority and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(c) The Contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – **“We certify that there has been no reduction in offer price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract.**

9. Risk & Expense clause

(a) Should the civil vehicles not be delivered within the time or times specified in the contract documents, or if defective vehicles is made available or the vehicle breaks down while on duty, the **COA** shall hire the required number of vehicles against the Risk and Expense of the contractor if the contractor fails to provide the vehicle within 01 hour of breakdown or schedule time of vehicle requirement as projected. If contractor fails to provide the required number of vehicles, or within stipulated time or shall provide faulty/substandard vehicles, **COA** after granting the Contractor 45 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.

(b) Should the vehicles not perform/not provided in accordance with the specifications / parameters provided by the CONTRACTOR during RFP, 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.

(c) Any excess of price of the hiring from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the CONTRACTOR.

(d) If in the opinion of the Flag Officer Commanding. Karnataka Naval Area, the contractor is not able to complete the specific tasks during a period including during the strikes, then the number of vehicles required will be hired against the Risk and Expense of the Contractor.

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

11. Inspection Authority The Officer-in-Charge. CT Pool or any official nominated by him for the purpose may inspect the vehicles and the drivers for compliance with the conditions of the contract and the applicable laws.

12. Other Conditions of the Contract: Other conditions applicable to the contract are placed at Appendix 'C'

PART V – EVALUATION CRITERIA

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 all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Contract Operating Authority with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided for each category of vehicles depending upon the lowest price quoted by the particular Bidder for the standard hiring rate for 80 Kms and 10 hrs as per Para given below.
- (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (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 Contract Operating Authority. The Contract Operating Authority will have the right to award contracts to different Bidders for being lowest in particular items. The Contract Operating Authority also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. The Contactor should own a minimum of 10 vehicles (i.e. the vehicles should be in his name or on his firm's name). Copy of registration papers of each vehicles is to be submitted to verify ownership. If vehicles are owned by any other person who is not owner of the firm, in that case, copy of contract agreement between such person and bidder on appropriate value of non-judicial stamp paper duly registered by appropriate authority is to be attached for verification. However, such agreements are acceptable only for maximum 05 vehicles.

3. Past experience of minimum 01 year in providing vehicles on contract to Major Organisations including Indian Navy (Proof to be attached).

4. **Technical Bid.** Technical Bid should contain following: -

- (a) Technical Bid (Page 1 to 3) duly filled and signed on all pages (**Appendix 'A'**)
- (b) Earnest Money Deposit in form of Demand Draft /Bankers Cheque in favour of the AO (Navy), Karwar to be attached with Technical Bid.
- (c) Certificate as proof of experience in similar field in Govt Organization.
- (d) Valid Income Tax Certificate, Certificate of Service Tax Registration, VAT Registration and Copy of PAN Card.
- (e) Detailed list of vehicles and documentary evidence of ownership of the vehicle (Para 13 of Technical bid)

5. **Price bid format.** The Price Bid Format is given at **Appendix "B"**, Bidders are required to fill this up correctly with full details. Price Bid must be accompanied by ECS mandate form.

TENDER FORM NO _____

TECHNICAL BID 01 OF 03TENDER FORMRATE CONTRACT FOR HIRING OF CARS (LIGHT MOTOR VEHICLES) FOR NAVAL DUTY
AT NAVAL BASE KARWAR FOR A PERIOD FROM 16 MAR 16 TO 15 MAR 17(TECHNICAL BID)

From:

.....

.....

(Full Address with Pin Code)

Telephone.....

To

The Flag Officer Commanding
Headquarters Karnataka Naval Area

Sir,

I, (Name of individual).....

Identification & Signature Proof to be attached), Proprietor of
Travel Agency here by willing to offer (In commercial bid
 submitted in separate envelope) the rates for hiring of Light vehicles for Karwar Naval Area and
 for outstation for a period from 16 Mar 16 to 15 Mar 17 for following vehicles (score out
 whichever is not applicable):-

SI NO	Type of vehicle	Anticipated Annual Quantity
1.	Car Non AC ((Indigo/ Swift D'Zire/ Etios/Ford Fiesta Equiv)	6000
2.	Car AC (Indigo/ Swift D'Zire/ Etios/Ford Fiesta Equiv)	300
3.	Sumo Non AC (Tavera/Tata Sumo/ Ertiga/ Equiv)	2000
4.	Innova AC/ Equiv	50
5.	Pickup Van(Mahindra Pickup/Tata 207/Equiv)	50

2. I / We also agree to provide the vehicles on any day during the period for which I have quoted, when requested by CT Pool, Karwar or any other Contract Operating Authority who is authorised by the Flag Officer Commanding, Karnataka Naval Area.

3. The quote is subject to the terms and conditions attached to the Tender Form and all that is mentioned in the Contract Agreement Deed to be signed in due course, on a non-judicial stamp paper, when awarded after price negotiation. The cost of stamp paper will be borne by me /us.

4. I / We enclose a Demand Draft as per Para 14 of instructions to Contractors as Earnest Money Deposit in favour of the AO (Navy), Karwar which shall be refunded to me/us within 30 days, if quotation is not accepted.

5. I /We understand that in the event of failure to enter in to the contract by me/ us within 10 days on the receipt of notice of the Acceptance of the Tender, the amount of Earnest Money Deposit will be forfeited.

6. The personal particulars filled by me/us in the Tender Form are correct to the best of my /our knowledge.

PARTICULARS OF THE FIRM/ INDIVIDUAL

7. I/ We also fully understand that only the lowest bidders, who have been technically, assessed, by Board of Officers appointed by the Flag Officer Commanding, Karnataka Naval Area, for competency to provide transport and fulfilling all terms and conditions will be considered for award of contract for each type of vehicles. Further negotiations will be made only with the lowest bidder (L1) as determined by the Committee. The decision of whom to be awarded the contract is left completely to the Board of Officers and the Approving Authority.

8. Previous Experience in similar works - To be attached separately.

9. Details of the Individual/firm:-

SI No	Details	Applicant	Firm
1	Name in Full		
2	Present Address (with Telephone/Mobile No)		
3	Permanent Address (with Tel No)		
4	Registration		
5	Bank Account No. With Full Address of the Bank including ECS Code		
6	Income Tax / PAN		
7	Number / Service Tax Registration etc.		

10. In case of partnership firm, partnership deed together with duly executed Power of Attorney is to be attached.

11. Details of EMD:

(a) Whether enclosed : YES / NO

(b) Amount: Rs. _____

(c) Form of EMD: DD/BG/Pay Order/FDR No _____ dated _____

(d) Bank Name: _____

12. Any other information: - _____

Signature of the Contractor

TECHNICAL BID PAGE 3 OF 3

13. Details of vehicles held with the firms/ individual (attach Proof of Ownership) Ownership / possession of vehicles under the strength of power of attorney are not acceptable:-

Ser No.	Type	Reg No.	Model	Year	Owner	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

14. I hereby certify that the information mentioned above are correct to the best of my/our knowledge and belief and all the vehicles are registered in my/our firms name and will be able to meet the requirement of the Navy at a minimum notice of 12 hours.

Signature _____
 Travel Agency _____
 Name & Full Address _____

 Mobile _____

Witness (I)
 Signature _____
 (Full Name & Address) _____

Witness (II)
 Signature _____
 (Full Name & Address) _____

TENDER FORM NO _____

COMMERCIAL BID PAGE 01 OF 02

RATE CONTRACT FOR HIRING OF CARS (LIGHT MOTOR VEHICLES) AT NAVAL BASE KARWAR
FOR A PERIOD FROM 16 MAR 16 TO 15 MAR 17

(COMMERCIAL BID)

From :- _____

PAN No _____

Telephone _____

To
 The Flag Officer Commanding
 Headquarters Karnataka Naval Area

Sir,

I, Proprietor of
 Travel Agency hereby offer the rates for hiring of Light Vehicles
 for Naval base Karwar, for a period from 16 Mar 16 to 15 Mar 17 as follows (all columns to be
 filled compulsorily for each category of vehicle being quoted):-

Sl No	Type of vehicle	Rate for (80 km & 10 hrs	Goa Airport trip (250 Kms/10 hrs)	For Addl hour	For Addl km	Night halt Charges	Service Tax
1.	Car Non AC ((Indigo/ Swift D'Zire/ Etios/Ford Fiesta Equiv)						
2.	Car AC (Indigo/ Swift D'Zire/ Etios/Ford Fiesta Equiv)						
3.	Sumo Non AC (Tavera/Tata Sumo/ Ertiga/Chevrolet Enjoy Equiv)						
4.	Innova AC/ Equiv						
5.	Pickup Van(Mahindra Pickup/Tata 207/Equiv)						

Note:-

1. The rate be shown as basic rate and Service Tax Separately.
2. Night Charges is applicable from (2300 hrs to 0500 hrs)

Name & Signature _____

Model ECS Mandate Format

Customers option to receive payments through e-Payment (ECS/EFT/DIRECTCREDIT/RTGS/NEFT/Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism

1. Customer's Name :

2. Particulars of Bank Account :

(a) Bank Name :

(b) Branch Name

(c) Address :

(d) Telephone Number(s) :

(e) IFS code :

(f) 9 digit code number of Bank and Branch appearing on MICR cheques :

(g) Account Type (S.B. Account /Current Account :

(h) Ledger Number :

(i) Ledger Folio Number :

(j) Account Number :

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.

4. Date of Effect

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

Date –

(.....)

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (.....)

Date:

Signature of the Authorized Official from the Bank

OTHER TERMS AND CONDITIONS

1. For the purpose of 10/ 24 hr duty, timing will be fixed by the Officer-in-Charge CT Pool, Naval Base, Karwar on behalf of President of India for each vehicle as per the requirement.
2. The Contractor shall have to provide spare wheel and proper tools with each hired civil motor vehicle.
3. Contractor must specify number of vehicles offered at the quoted rates.
4. It will be binding on the part of the Contractor to supply number of vehicles offered in the tender as requisitioned by the Contract Operating Authority, failing which, number of vehicles short supplied will be hired from market at the Risk and Expense of the Contractor.
5. Cars should be preferably white in colour with clean white seat covers.
6. Cars should be fitted with brackets for Star Plates at the front and rear end of the vehicle.
7. Cars should have provision for Flag Stand on the bonnet.
8. All cars should have be clean interiors, exteriors and should be in presentable state at all times.
9. Cars should not be manufactured before Mar 2011 (i.e. more than 5 years old) and should not have run more that 1,00,000 Kms. The vehicles should carry valid fitness certificate and Registration papers, whenever hired by the Indian Navy.
10. The vehicles hired should have Tourist Taxi Permit.
11. The drivers of hired cars must wear uniforms. The uniforms should be in white colour (ie, white shirt and white pant).
12. Police verification of drivers should be cleared by the firm. Police Verification Certificate should be submitted to CT Pool by the firm before commencement of the Contract.
13. Drivers of the vehicles will not be changed frequently. Drivers who are able to understand / communicate either in Hindi / English are to be provided for vehicles hired by Navy. Drivers should have thorough knowledge of various places in and around Karwar. It is necessary that the drivers are trained to be courteous and helpful when the vehicles are hired by the Navy.
14. The Contractor is to abide by the general rules in force by the management of the Navy.
15. The drivers are not authorised to take the vehicle outside the Naval premises without permission of the Competent Authority.
16. The vehicle should observe the speed limits and are liable to be paying the fine and penalties imposed by the management of Navy/RTO in case of violation.

17. The vehicles hired by the Navy are at the Contractors risk and Navy will not be responsible for any delay / loss/ injury suffered by the Contractor/ their drivers travelling in the transport.
18. The firm should accept the last minute cancellation of the requisition for the hired vehicles without the Navy assigning any reason.
19. While the vehicle is hired by Navy for the duration of daily hiring KM/ ceiling, the vehicle will not be used for other use by the firm.
20. Should the driver of the hired vehicle and the management of the firm providing the vehicle is found involved in any litigation, the Navy will cease hiring the vehicle and will not be responsible for such eventuality.
21. Any refusal/ inability from the Contractor to provide the vehicle will be treated as a reason to de- hire the vehicle from the firm by the Navy and forfeiture of security deposit.
22. Contractor has to have Registration with Regional Transport Officer for Taxi Permit and has to provide vehicles for outstation duties including other states when requested.
23. The tenders are expected to examine the tender documents including all terms and conditions, specifications, forms, etc. Failure to furnish the information required in the tender documents or submission of tender not conforming to the requirements in every respect, is likely to result in the rejection of the tender.
24. The Contractor should supply the vehicle on payment basis at rate contract rates to the organizations/ establishment those serving under HQKNA as and when these establishments, require vehicles. The Officer-in-Charge, CT Pool, Karwar will issue worksheet for the same and thereafter the payment will be made by the organization from their own fund or public fund.
25. Any clarification required by Naval Police /Authorities due to Enhanced Security Measures from the drivers /Contractors are to be provided/produced by the contractor as and when required.
26. All drivers are expected to leave Naval Base within 15 minutes after de-hiring the vehicle from CT Pool on completion of duty. No loitering/gathering of drivers is permitted inside Naval premises and respective Contractors will be held responsible for such incidents.
27. Correctly filled worksheet is also the responsibility of the Contractor wherein a worksheet not filled properly can be treated as void and the Indian Navy has the Right to decide the same.
28. All vehicles" Milometer must be sealed to avoid tempering of the meter.
29. The Navy will not be responsible for any demand from drivers/unions/sub-Contractors for increasing their payment/allowances.
30. Rates will not be revised during the Contract period.
31. Cars should be fitted with overhead carriers when reporting for Airport duty.
32. Vehicle not reporting back to CT Pool on completion of duty will be considered not hired and no payment, even either in part bill will be process on those trip sheets.

33. The Contractors are to nominate a representative other than driver to interact with Contract Operating Authority for the purpose of collecting daily requisition by 1900 Hrs on daily basis, handing over bills, and also to ensure that vehicle reports in time. The representative should be available in CT Pool from 0700 hrs to 0900hrs.
34. If the vehicles are required urgently the same will be informed to the Contractor telephonically before two to five hours. If the vehicle is not provided by the Contractor in time, the same will be hired from market and the payment will be deducted from the Contractors Bill.
35. Valid PUC and photocopy of Registration of each vehicle employed for hiring will be submitted along with the Tender Form.
36. Declaration certificate from the owner that no MACT case(s) are pending against the vehicle(s) will be required to be submitted along with the Tender Form.
37. Photocopy of valid Civil Driving License for the driver of the vehicle offered for hiring under the contract.
38. Drivers should be above 18 years of age and should have sufficient experience of driving in area of operation.
39. Vehicles hired should have umbrella with the driver during rainy season.