

File No. 83/034/DGDE/COORD/Hiring/Vol-III

DIRECTORATE GENERAL DEFENCE ESTATES

RAKSHA SAMPADA BHAWAN, ULAAN BAATAR MARG, DELHI CANTT
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**INVITATION OF E-BIDS (SECOND SHORT TERM NOTICE INVITING TENDER/BID)
FOR HIRING OF AC VEHICLES**

On behalf of the President of India, Dy Director General (Coord), DGDE, invites online Tender/Bids (Second Short-term Notice) under two-bid system from eligible bidders for engagement of two number of Maruti Suzuki Ciaz VDI 1200CC on hire basis for the use of Directorate General, Defence Estates for a period of one year on contract/outsourcing basis

- 2 The Short-term Notice Inviting Tender (NIT) is being published at CPPP website <https://eprocure.gov.in/eprocure/app>. A copy of the NIT may also be seen at DGDE website www.dgde.gov.in.
3. Pre-bid meeting will be held at this Dte General (Coord), Raksha Sampada Bhawan, Ulaan Baatar Marg, Delhi Cantt - 110010 on 26.04.2017 at 1130 Hrs.
4. All details regarding the subject Tender/Bid are available on our websites www.dgde.gov.in and <https://www.eprocure.gov.in>. Any change/modification in the Tender/Bid will be intimated through above websites only. Bidders are therefore, requested to visit these websites regularly to keep themselves updated.
5. Manual bids will not be accepted. For submission of e-bids on-line on CPP Portal, bidders are required to get themselves registered with eprocure.gov.in website along with class III digital signature certificate issued by CCA under IT Act-2003.
6. No Earnest Money is required.

CRITICAL DATE SHEET

Date of publishing of Tender/Bid on www.eprocure.gov.in & on DGDE's website	20 April 2017 at 1500 hrs
Date of publishing of tender/bid in Newspaper	22 April 2017
Bid Document Download/Sale Start Date	20 April 2017 at 1500 Hrs
Bid Submission Start Date	20 April 2017 at 1500 Hrs
Pre bid meeting	26 April 2017 at 1130 Hrs
Bid Document Download/Sale End Date	01 May 2017 at 1200 Hrs
Bid Submission End Date	01 May 2017 at 1200 Hrs
Technical Bid Opening Date	01 May 2017 at 1500 Hrs



DIRECTORATE GENERAL DEFENCE ESTATES

Part I - General information

CRITICAL DATE SHEET

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Bid Submission Start Date	20 April 2017 at 1500 Hrs
Pre bid meeting	26 April 2017 at 1130 Hrs
Bid Document Download/Sale End Date	01 May 2017 at 1200 Hrs
Bid Submission End Date	01 May 2017 at 1200 Hrs
Technical Bid Opening Date	01 May 2017 at 1500 Hrs

1. Bids (**technical & commercial**) shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Not more than one Tender/Bid shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to Tender/Bid for the same contract as separate competitors. A breach of this condition will render the Tender/Bids of both parties liable to rejection.
2. **Place of opening of the Bids:** Bids will be opened in Room No. 02, DGDE, Government of India, Ministry Of Defence, Raksha Sampada Bhawan, Ulaan Baatar Marg, Delhi Cantt-110 010. The Bidders may depute their representatives, to attend the opening of Bids along with copy of bid submission acknowledgement receipt on the due date and time. This event will not be postponed due to non-presence of firms' representative(s).
3. **Two-Bid system:** Since this is a two-bid tender, only the Technical Bid 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 will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by this Directorate General.
4. **Pre-Bid Meeting and clarifications regarding contents of the NIT:** A pre-bid meeting will be held with the interested bidders on at 26.04.2017 at 1130 Hrs to discuss the queries raised and give clarifications. Copies of the queries raised and clarifications given by the Dte General, Defence Estates will be uploaded on the web-site of DGDE <Website add> and CPPP portal viz <https://eprocure.gov.in/eprocure/app> by way of corrigendum.



5. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission till last date & time of bid submission.

6. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, this Dte General General 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.

7. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-Tender/Bid correction may invoke rejection summarily. Conditional Tender/Bids will be rejected.

8. **Validity of Bids:** The Bids should remain valid for 60 days from the last date of submission of the Bids.



Part-II

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

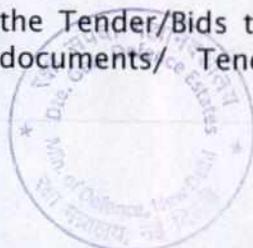
More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER/BID DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active Tender/Bids by several parameters. These parameters could include Tender/Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Tender/Bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a Tender/Bid published on the CPP Portal.
- 2) Once the bidders have selected the Tender/Bids they are interested in, they may download the required documents/ Tender/Bid schedules. These



Tender/Bids can be moved to the respective 'My Tender/Bids' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the Tender/Bid document.

- 3) The bidder should make a note of the unique Tender/Bid ID assigned to each Tender/Bid, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the Tender/Bid document before submitting their bids.
- 2) Please go through the Tender/Bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender/Bid document / schedule and generally, they can be in PDF /XML/ XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender/Bid document.
- 3) Bidder has to select the payment option as "offline" to pay the Tender/Bid fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the Tender/Bid document. The original should be posted/couriered/given in person

to the concerned official – DDG(Coord) / Dy Director (Coord), latest by the last date of bid submission or as specified in the Tender/Bid documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable. The commercial bid will have to be uploaded/submitted in the PDF format. Other documents will also have to be uploaded in PDF version. Irrespective of the detailed break-up of various costs/ taxes, L1 vendor will be evaluated by the Finance Committee by manually examining the bids quoted in the PDF version. In case of any difference in the interpretation on applicability of any tax or rate thereof, the computation will be done by loading all such costs/ rates as applicable and decided by the Finance Committee. It shall be the responsibility of the bidder to include all taxes/ duties/ rates/ cess etc. as payable to the competent authority in the detailed break up of bid. No extra cost (including any tax, duty, rate and cess etc) would be allowed to be included over and above the quoted price in the commercial bid after opening of Tender/Bid under any circumstances.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Tender/Bid documents become readable only after the Tender/Bid opening by the authorized bid openers.
- 8) The uploaded Tender/Bid documents become readable only after the Tender/Bid opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) The bidder will also have to submit a Tender/Bid Acceptance Letter, duly signed and sealed by the authorized official on the letter head of the Company/ Firm,



as per **Annexure 'II'** attached, along with the original documents and send to the concerned officer before last date of submission of bid.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Tender/Bid document and the terms and conditions contained therein should be addressed to the Tender/Bid Inviting Authority for a Tender/Bid or the relevant contact person indicated in the Tender/Bid.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 Help Desk - Toll Free No. 1800 3070 2232 and Mobile Nos 91 7878007972 and 91 7878007973.



Part-III

MAIN TENDER DOCUMENT

Proposal

1. E-Tender/Bids are invited from reputed contractors/transporters/fleet owners having capacity to supply the required numbers of vehicles and having business in Delhi in this field for the last three years for the supply of 02 Maruti Suzuki Ciaz vdi 1200 CC on hire basis for the use of the Directorate General, Defence Estates, Raksha Sampada Bhawan, Ulaanbataar Marg, Delhi Cantt - 110010 for a period of one year on contract basis.

Scope of Work

2. **02 Maruti Ciaz vdi 1200 CC** are required from 0900hrs to 1800hrs at the office of the Bidder i.e. Directorate General, Defence Estates (DGDE), Raksha Sampada Bhawan, Ulaanbataar Marg, Delhi Cantt-10. However depending upon the requirements, the vehicles may be required before 0900hrs / beyond 1800hrs also.

3. The vehicles are required from Monday to Saturday in a week in the office. Hiring of vehicles is required for 08 hours a day in a month or 25/26 days a month and for 2000 kilometres in a month. However, in case of exigencies additional vehicles may be requisitioned by DGDE from the Service Provider on the same terms and condition and on the same rates. Extra kilometres will be counted only after completion of 2000 Km and 200 Hours.

4. **The prospective bidder may quote the rates in the format prescribed below.** Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender/Bid price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender/Bid document in respect of the hiring of vehicles at Directorate General, Defence Estates. Incomplete or conditional Tender/Bid will be summarily rejected. Late bids will also not be entertained. The Tender/Bid shall remain valid and open for acceptance for a period of 60 days from the last date of submission of Tender/Bid.

Format for Commercial Bid

(Please mention Rates in Rupees alongwith applicable Taxes)

Sl. No.	Model of Maruti Suzuki Ciaz vdi	Rate for journey per 08 hours/80 Kms. per day	Rate in cases vehicle used more than 08 hours/2000 Kms.(Per K.M. & Per Hr.)	
			Rs. Per extra Km	Rs. Per extra hour
1 .				
2 .				



During the period of contract, the rates will not be revised every time with the revision of any taxes by the Government of NCT of Delhi or by the Government of India. The prospective bidder may quote the rates accordingly taking into consideration of this aspect. The columns shall be clearly filled. The Bidder should quote the number, rates and amount Tendered/Bided by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the Bidder shall disqualify the Tender/Bid. The Bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible.

5. Price/Commercial Bid to be submitted in PDF Format.

Eligibility Criteria

6. All registered agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs.15 lakhs during the last three commercial years in the books of accounts may submit the tenders/bids in the prescribed format.

7. The bidder should have three years' experience of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities. The Bidders are required to attach supporting documents for the same.

8. The Vehicles should not be more than 02 years old under any circumstances.

Performance Security

9. The successful Bidder who will be awarded the Work Order for providing AC Vehicles as per agreement, will be required to submit Performance Security for Rs.40000/- (Rupees Forty thousand only) after receipt of the confirmed Work Order and before signing the contract/agreement.. The Performance Security may be submitted in the form of an **Account Payee Demand Draft or 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 **ANNEXURE-'I'**. Performance Security will remain valid for a period of ninety days beyond the date of completion of all contractual obligations. No interest will be payable on this amount. The contract will be signed only after furnishing the Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to the termination of the contract.

Payment

10. Payment will be made through Principal Controller of Defence Accounts (PCDA), New Delhi. Bills will be accepted after completion of every month. In the event of any discrepancies in the bill the same will be returned for rectification. It should be noted that at least one month is taken to clear the bills by PCDA HQrs.



General

11. In the event of any breakdown of the hired vehicle while on duty the service provider of such vehicles will provide a substitute vehicle immediately.
12. The service provider should maintain absolute integrity, follow decent standard of business ethics and do nothing unbecoming of a respectable Transport service provider.
13. The Directorate General Defence Estates have the right to cancel the contract at any time so granted to the service provider if it fails to execute the contract/agreement within the specified time or the services being provided are not satisfactory. Any notice given to the service provider under the terms of this agreement shall be considered to be duly served if the same should have been delivered to latter or posted by the registered mail at his last known address.
14. The vehicles must be in a very good condition.
15. The driver will have to be in uniform while on duty. The uniform will have to be provided by the Transport Company.
16. The starting and closing time and mileage will be counted from Raksha Sampada Bhawan, Ulaanbataar Marg, Delhi Cantt-10 or Residence of the entitled officers availing the service of vehicle/vehicles.
17. In the case of any dispute, the decision of the Director General Defence Estates, Delhi Cantt shall be final and will be binding on both the parties.
18. Interstate tax, toll tax, bridge tax, parking charges etc will be paid on production of receipts. Service Provider should include these in the bills separately.
19. The service provider shall be responsible for maintenance of vehicle, the turn out and conduct of the chauffeur and to provide such drivers who are well versed with Delhi Roads, Landmarks, maps and all services connected with transportation. Any violation in this respect shall entitle this office to terminate the contract.
20. It shall be the responsibility of the service provider to ensure that all the vehicles provided by him are in perfect running condition and properly functioning during the term of this contract. To ensure this and to attend to any complaints of breakdown etc, he shall immediately provide a vehicle within 01hour of receipt of a complaint. In case replacement is delayed beyond one hour, this office may hire alternative vehicle to meet its requirement at market rates prevailing on that day and the service provider shall re-imburse all expenses incurred thereon.
21. The service provider shall observe all rules regarding transport facilities as applicable to Armed Forces Headquarters. Any breach of facility shall render the contract liable to termination in addition to any other remedy as decided by the Government and as laid down above.



22. In the event of non-reporting of the vehicle for duty an amount of Rs.1500/- per day will be deducted from the bill submitted by the service provider for the month.
23. The vehicle should be registered for running in Delhi and NCR as per the provisions of the Motor Vehicle Act and should have valid PUC certificate at all time. The driver should have a valid commercial driving license.
24. Meter of the vehicle showing the kilometres covered, must be sealed to avoid tampering and vehicle should not be more than 02 years old under any circumstances.
25. The Service provider shall be fully responsible for any accident, challan, traffic violation, injury/loss of human life/causality or damage of Government property due to collision of vehicle/accident. The Service provider will be liable for all the consequences whether legal or monetary arising thereof. The Lessee will not bear any liability on account of any negligence on the part of the service provider or any of his representatives.
26. The Service provider shall not enter into any transaction of cash or kind with the client and their employees in official/personal capacity.

FORCE MAJEURE

27. The obligation of this office and Service provider will be suspended when either party is subject to Force Majeure which can be termed as civil disturbance, riots, strikes, acts of God, emergencies etc.

SETTLEMENT OF DISPUTE

28. In the event of any question, dispute or difference arising under this contract, or in regard to the interpretation of any of the terms hereunder except as to any matter the decision of which is herein specifically provided for, the same be referred to the sole Arbitration of the DGDE, Directorate General Defence Estates, or such other person as may be appointed by him. There will be no objection on the ground that the Arbitrator is a Government servant and that he had to deal with the matters to which this contract relates or that in the course of his duties as a Government servant have expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the Parties to this Contract. The Arbitrator may extend the time for making and publishing his award from time to time with the consent of both the parties hereto subject, and the rules made there under and any statutory modifications thereof from time to time in force which shall apply to the Arbitration proceedings under the Contract.
29. If the Arbitrator be a person appointed by the DGDE, Ministry of Defence, and in the event of his death/negligence/refusal to act or resignation or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the DGDE, Ministry of Defence, in place of the outgoing Arbitrator, as the case may be, to act on record of the proceedings as then taken in the Arbitration or to commence the proceedings de novo as decided in his discretion.
30. A draft agreement for hiring of vehicles is enclosed herewith as Annexure-'III'.

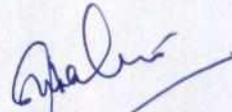


Part IV

List of Documents to be submitted by the Bidders alongwith the Technical Bid

The prospective bidder shall furnish the following documents along with their technical bid: -

- (a) Self attested copy of PAN No. card under Income Tax Act;
- (b) Self attested copy of Service Tax Registration Number;
- (c) Proof of Average Annual turnover as stated in Clause 6 of Part-III supported by audited Balance Sheet; if Balance Sheet and proof of turnover are more than 50 pages, the same may be handed over to the undersigned in person, before due date.
- (d) Proof of experience as stated in Clause 7 of Part-III supported by documents from the concerned organizations;
- (f) List of vehicles along with photocopy of their RC;
- (g) An undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency;
- (h) Tender Acceptance Letter duly signed and sealed by the authorized official on the letter head of the Company/ Firm. This Tender Acceptance Letter will imply that the bidder has accepted all terms and conditions mentioned in Part-I, II & III as per Annexure-II.
- (i) Letter of Authority for attending Bid Opening duly signed by the authorized person of the concerned agency / firm as per Annexure-IV.
- (j) Hard copies of above documents may also be submitted in this office on or before 27.04.2017.



(Shalini Pandey)
Deputy Director General (Coord)
Directorate General, Defence Estates
Raksha Sampada Bhawan
Ulaanbataar Marg, Delhi Cantt-11'0010



Annexure - "I"

Bank Guarantee Form for Performance Security

..... (insert: Bank's Name, and Address of Issuing Branch or Office)

Beneficiary: (insert: Name and Address of DGDE, Delhi)

Date:

PERFORMANCE GUARANTEE NO.:

WHEREAS(name and address of the bidder) (hereinafter called "the bidder") has undertaken, in pursuance of contract no..... datedto provide (description of services) (herein after called "the contract").

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider; up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay DGDE up to the above amount upon receipt of its first written demand, without the DGDE having to substantiate its demand.

This guarantee will remain in force for a period of ninety days after the currency of this contract 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 & address of the Bank and address of the Branch



TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

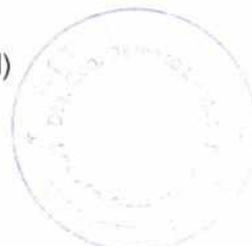
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



DRAFT AGREEMENT

CONTRACT FOR PROVISION OF TRANSPORT SERVICES (VEHICLE)
AT RAKSHA SAMPADA BHAVAN (RSB)

1 This agreement is made on this _____ between the **Directorate General Defence Estates**, Ministry of Defence, Raksha Sampada Bhawan, Ulaanbataar Marg, Delhi Cantt-110010 (hereinafter called the Lessee) on the one part and (Name of the successful bidder) (herein after called the Lessor) on the other Part.

2. **PART I: COMMERCIAL OBLIGATIONS**

(a) The Lessee has contracted to Lessor to provide transport services. The services include provision of 02 Maruti Suzuki Ciaz vdi 1200 CC (as offered in the tender document), as follows:-

(i) The initial contract period of both the vehicles is to commence on _____ and will be valid for one year i.e _____

(ii) The Lessee agrees to pay for all the services as under:-

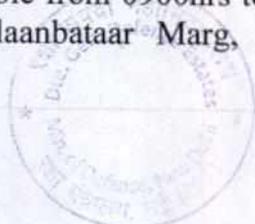
Agreed rates and taxes applicable, if any.						
Maruti Suzuki Ciaz vdi 1200 CC Make -	Rate for one Maruti Suzuki Ciaz vdi 1200 CC					
	Hours	--	--	8Hrs	Extra	
	Days	--	--	25 days	Hours	Kms
		--	--			

(b)

In case the lessee requires, due to functional needs, another vehicle in addition to the 02 Maruti Suzuki Ciaz vdi 1200 CC, may be used on day to day basis, the lessor shall provide the additional vehicle of similar condition at the same terms and conditions. However, such requirement should be made known by the lessee to lessor at least 48hrs before provided further that the additional vehicle cannot be demanded by lessee for a longer period.

PART II: LESSOR OBLIGATIONS

(a). Vehicles are required to be available from 0900hrs to 1800hrs at the office of the DGDE, Raksha Sampada Bhawan, Ulaanbataar Marg, Delhi Cantt-10. However



depending upon the requirements, the vehicles may be required before 0900hrs /beyond 1800hrs also.

- (b). The vehicles are required from Monday to Saturday in a week in the office. However, in case of exigencies additional vehicles may be requisitioned by DGDE from the Service Provider on the same terms and condition and on the same rates. Hiring of vehicle is required for 08 hours a day in a month or 25/26 days a month. Extra kilometres will be counted only after completion of 2000 Km.
- (c) In the event of any breakdown of the hired vehicle while on duty the service provider of such vehicles will provide a substitute vehicle immediately.
- (d). The service provider shall submit the bills within the first week of every month. In the event of any discrepancies in the bill the same will be returned. The payment will be made through PCDA HQs and it should be noted that at least one month is taken to clear the bills by the PCDA HQs.
- (e). The contract/agreement for hiring of vehiclees will initially be valid for one year from the date of execution of contract and depending upon the performance of service the contract may be renewed for further period.
- (f). The service provider should maintain absolute integrity, follow decent standard of business ethics and do nothing unbecoming of a respectable Transport service provider.
- (g). The Directorate General Defence Estates have the right to cancel the contract at any time so granted to the service provider if it fails to execute the contract/agreement within the specified time or the services being provided are not satisfactory. Any notice given to the lessor under the terms of this agreement shall be considered to be duly served if the same should have been delivered to latter or posted by the registered mail at his last known address.
- (h). The vehicle must be in a very good condition.
- (i). The driver will have to be in uniform while on duty. The uniform will have to be provided by the Transport Company.
- (j). The starting and closing time and mileage will be counted from Raksha Sampada Bhawan, Ulaanbataar Marg, Delhi Cantt-10 or Residence of the entitled officers availing the service of vehicle.
- (k). In the case of any dispute, the decision of the Director General Defence Estates, Delhi Cantt shall be final and will be binding on both the parties.
- (l). Interstate tax, toll tax, bridge tax, parking charges etc will be paid on production of

receipts. Lessor should include these in the bills separately.

(m). The lessor shall be responsible for maintenance of vehicles, the turn out and conduct of the chauffeur and to provide such drivers who are well versed with Delhi Roads, Landmarks, maps and all services connected with transportation. Any violation in this respect shall entitle the Lessee to terminate the contract.

(n). It shall be the responsibility of the Lessor to ensure that all the vehicles provided by him are in perfect running condition and properly functioning during the term of this contract. To ensure this and to attend to any complaints of breakdown etc, he shall immediately provide a vehicle within 01hour of receipt of a complaint. In case replacement is delayed beyond one hour lessee may hire alternative vehicle to meet their requirement at market rates prevailing on that day and the lessor shall re-imburse all expenses incurred thereon. The lessor will at all times maintain an amount of Rs.10,000/- in cash with the lessee for such expenses. This amount will be refundable.

(o). The Lessor shall observe all rules regarding transport facilities as applicable to Armed Forces Headquarters. Any breach of facility shall render the contract liable to termination in addition to any other remedy as decided by the Government and as laid down above.

(p). In the event of non-reporting of the vehicle for duty an amount of Rs.1500/- per day will be deducted from the bill submitted by the Lessor for the month.

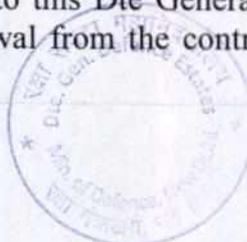
(q). The vehicle should be registered for running in Delhi and NCR as per the provisions of the Motor Vehicle Act and should have valid PUC certificate at all time. The driver should have a valid commercial driving license.

(r). Meter of the vehicle showing the kilometres covered, must be sealed to avoid tampering and vehicle should not be more than 02 years old under any circumstances.

(s). The Lessor shall be fully responsible for any accident, challan, traffic violation, injury/loss of human life/causality or damage of Government property due to collision of vehicle/accident. The Lessor will be liable for all the consequences whether legal or monetary arising thereof. The Lessee will not bear any liability on account of any negligence on the part of the lessor or any of his representatives.

(t). The Lessor shall not enter into any transaction of cash or kind with the client and their employees in official/personal capacity.

(u). The Performance Security will be deposited by way of demand Draft/Bankers Cheque or Bank Gurantee in the name of 'Director General Defence Estates, New Delhi' by successful bidder as a security deposit to this Dte General at the time of signing of contract. In case of any unilateral withdrawal from the contract by the contractor shall



automatically result in forfeiture of the security deposit to the Govt. DGDE also retains the authority to deduct amount from Security deposit in deficient service, breach of contractual condition or loss suffered by it in arranging vehicle through any other source if the contractor fails to provide vehicle in time. The Performance Security amount after deduction if any, will be refunded to the contractor after successful completion of the contract, on approval from DDG (Coord).

PART III : LESSEE'S OBLIGATIONS

- (a) The Lessee shall make payment for the transport services stipulated in the contract at the price and time agreed between both the parties.
- (b) The Lessee shall make separate payment for any additional transport services required by the lessee over and above those already contained in the contract.
- (c) The Lessee shall immediately inform the Lessor, for any change in the assigned instructions.

PART IV : PAYMENT

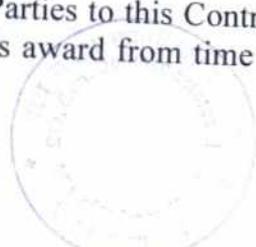
The Lessee shall make payment for the transport services provided. The rates for the said service are firm and fixed and shall be paid already laid down in Part –I hereinbefore. It may be noted that untimely/delayed submission of bills shall delay the concomitant payment for which the Lessee shall not be responsible.

PART V : FORCE MAJEURE

The obligation of the Lessee and Lessor will be suspended when either party is subject to Force Majeure which can be termed as civil disturbance, riots, strikes, acts of God, emergencies etc.

PART VI : SETTLEMENT OF DISPUTE

- (a) In the event of any question, dispute or difference arising under this contract, or in regard to the interpretation of any of the terms hereunder except as to any matter the decision of which is herein specifically provided for, the same be referred to the sole Arbitration of the DGDE, Directorate General Defence Estates, or such other person as may be appointed by him. There will be no objection on the ground that the Arbitrator is a Government servant and that he had to deal with the matters to which this contract relates or that in the course of his duties as a Government servant have expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the Parties to this Contract. The Arbitrator may extend the time for making and publishing his award from time to time with the consent of both the parties



hereto subject, and the rules made there under and any statutory modifications thereof from time to time in force which shall apply to the Arbitration proceedings under the Contract.

(b) If the Arbitrator be a person appointed by the DGDE, Ministry of Defence, and in the event of his death/negligence/refusal to act or resignation or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the DGDE, Ministry of Defence, in place of the outgoing Arbitrator, as the case may be, to act on record of the proceedings as then taken in the Arbitration or to commence the proceedings de novo as decided in his discretion.

(c) Original copy of this agreement will be kept by the Lessee and the photocopy of which will also be signed by both the parties, as photocopy will be kept by Lessor. In witness where of the parties here to have affixed their signature on the date of agreement.

(Signature of Lessor)

(Signature of Lessee)



Letter of Authority for attending Bid Opening

Dy Director (Coord)
Raksha Sampada Bhawan
Ulaan Batar Marg,
Delhi Cantonment - 110010

Subject: Authorization for attending bid opening on _____ (date) in the
Tender of _____

Following persons are hereby authorized to attend the bid opening for the tender
mentioned above on behalf of _____(Bidder) in order of
preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
2. Permission for entry to the Meeting Hall/ Room where bids are opened may be refused in case authorization as prescribed above is not produced.

