



कार्यालय रक्षा लेखा प्रधान नियंत्रक (पेंशन), द्रौपदी घाट, इलाहाबाद-२११०१४
 O/o the Principal Controller of Defence Accounts (Pensions), Draupadi Ghat,
 Allahabad - 211014.

Ph. 0532-2421865, 2421877, 2421879, 2421880, 2422555, 2421110, 2424311

Fax No. 0532-2421869,2423549,2420281,2424313, Web: www.pcdapension.nic.in OR
 www.e-procure.gov.in.

No.AN.IV/Hiring of Vehicle/2019-20

Dated: - 03/06/2019

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL FOR HIRING OF VEHICLES THROUGH RATE CONTRACT IN THE OFFICE OF THE PRINCIPAL CONTROLLER OF DEFENCE ACCOUNTS (PENSIONS), DRAUPADI GHAT ALLAHABAD-211014

Invitation of bids for hiring of vehicles through rate contract in the office of the PRINCIPAL CONTROLLER OF DEFENCE ACCOUNTS (PENSIONS), DRAUPADI GHAT ALLAHABAD-211014

Request or proposal (RFP) No. AN-IV/Hiring of Vehicle/2019-20, Dated 03/06/2019

Bid in sealed cover are invited for rate contract for hiring of vehicles listed in Part-II of this RFP. Please super scribed the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. Technical bids and Commercial Bids should be put into a separate envelope duly super scribed with bold letters "Technical Bids" and "Commercial Bids" and both the bids should be kept in the third separate envelope.

1. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below

a. Bids/Queries to be addressed to:

To
 The PCDA
 O/o the PCDA (P), Draupadi Ghat,
 Allahabad-211014

b. Postal Address for sending the Bids:

To
 The PCDA
 O/o the PCDA (P), Draupadi Ghat,
 Allahabad-211014

c. Name/Designation of the contact person:

To
 Sh Yashsvi Kumar, Dy CDA
 O/o the PCDA (P), Draupadi Ghat,
 Allahabad-211014

- d. Telephone number of the contact person 0532-2420211
- e. E-Mail ID's of the contact person
- f. FAX Number 0532-2421869

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Price/Free of Tender Document (Non-Refundable):

Rs 500/- (Rs Five Hundred Only) in the form of Demand Draft/ Bankers Cheque only.
Price/Fee of Tender Document is not required to be submitted by those Bidders who are registered with National Small Industries Corporation (NSIC) for similar purpose.

SECTION - I**TENDER NOTICE**

Sealed tenders are invited under two bid systems for hiring of vehicles on monthly basis and on daily basis at Principal Controller of Defence Accounts (Pensions) Allahabad Title name PCDA (P), Allahabad.

S.N.	Activity Description	Schedule
1.	Tender No.	No.AN/IV/hiring of vehicles/2019-20
2.	Sale of Tender Document	Tender document can be collected from O/o the PCDA (P), Allahabad or can be downloaded from our website www.pcdapension.nic.in . OR www.e-procure.gov.in .
3.	Time and last date of receipting of Tender/Bid	25/06/2019, 03:00PM
4.	Time and Date of opening of Technical Bids	25/06/2019, 04:00PM
5.	Time and Date of opening of Commercial Bids	The Commercial Bids will be opened after evaluation of Technical Bid. Date will be announced later.
6.	Minimum validity of tender offer	90 days from the date of opening of tender.
7.	Services to be offered	Hiring of vehicles on monthly basis and on daily basis.
8.	Estimated cost of tender	Rs. 15,00,000/- (Rs. Fifteen LaKhs only)
9.	Amount of EMD to be deposited	30,000/- (Rs. Thirty thousand only)
10.	Duration of contract	One year from the date of award of contract or may be for shorter period.
11.	Cost of one set of Tender Document	Rs. 500/- (Rs. Five hundred only) by DD or Bankers, cheque. It will be given free, if registration of NSIC exists for similar purposes.



For PCDA (P), Allahabad

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

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

b. Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

c. Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

d. Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

e. Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and PCDA(P) reserves the right to change or vary any part thereof at any stage. PCDA(P) 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:

The sealed Bids (both Technical and Commercial, in case two bids are called for) 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 “Tender Box for rate contract for hiring of vehicles” and kept in the room of Shri Yashasvi Kumar, IDAS, Dy.CDA (AN), office of the PCDA (P), Draupadi Ghat, Allahabad-211014. or it may be 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 (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of Bids:

If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, decided by the PCDA(P).

4. Location of the Tender Box:

First floor, Main Building of office of the PCDA (P), Allahabad in the room of Shri Yashasvi Kumar, IDAS, Dy.CDA(AN), office of the PCDA(P), Draupadi Ghat, Allahabad. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. Place of opening of the Bids:**Sangam Sabhagar, First Floor, Main Building of office of the PCDA(P), Allahabad**

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 representative of any vendor.

6. Two-Bid system: In case of the Two-bid system, 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 done by the PCDA (P).

7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GSTIN 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 PCDA(P) 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 PCDA(P) 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 PCDA(P) 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 PCDA(P) 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 PCDA(P) 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 90 days from the last date of submission of the Bids.

14. Earnest Money Deposit:– Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 30,000/- (Thirty Thousand only) along with 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 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, National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends or impairs or derogates from the tender in any respect within the validity period of their tender.

Part –II Essential Details of Items/ Services Required

1. Schedule of Requirements-List of items/services required is as follows

Name/Type of item/Services/ Description of stores Qty required

ON THE MONTHLY BASIS (local)

Maximum 5 Vehicles and minimum 3 vehicles from one of the following make will be hired for Monthly Basis for normal period of 10 hours per day but vehicles may be retained or demanded any time beyond this time frame.

Sl. No.	Name of the Vehicles
1	Honda City/ Maruti Ciaz
2	Etios Sedan/ Honda Amaze / Ertiga
3	Swift Dzire/ Tata Zest/ Xcent

ON THE DAILY BASIS (Local)

Vehicle will be hired on the basis of requirement arise

Sl. No.	Name of the Vehicles
1	Innova Crysta
2	Honda City/ Maruti Ciaz
3	Swift Dzire /Xcent/ Tata Zest

ON THE DAILY BASIS (Out of Station)

Vehicle will be hired on the basis of requirement arise

Sl. No.	Name of the Vehicles
1	Innova Crysta
2	Honda City/ Maruti Ciaz
3	Swift Dzire /Xcent/ Tata Zest

2. Technical Details:

(a) Specifications/drawings, as applicable

Technical details are mentioned in Technical bid and bidder should fulfill all the criteria mentioned therein. **Copy of Technical bids and relevant documents to be submitted with technical bid is enclosed from page No. 19-23 of this Tender enquiry**

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

Para of RFP

Specifications

Item-wise Specification of item offered

Compliance to RFP specification– whether Yes /No

In case of noncompliance,

Deviation from RFP to be specified in unambiguous terms

4. Delivery /Service Period – Delivery/ Service Period for supply of items would be 12 Months from the effective date of contract. Please note that Contract can be cancelled unilaterally by the PCDA (P), Allahabad in case vehicles are not received within the contract delivery period. Extension of contract delivery period upto next 12 Months (Total 24 Months Only) will be at the sole discretion of the PCDA (P) on the basis of satisfactory service provided by the contractor on same rate, terms and conditions.

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. Vendor in the Contract) as selected by the PCDA(P). 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.

4. **Penalty for use of Undue influence:** The Vender 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 PCDA(P) 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 Vender or any one employed by him or acting on his behalf (whether with or without the knowledge of the Vender) 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 PCDA(P) 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 PCDA(P) 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 PCDA(P) or to any other person in a position to influence any officer/employee of the PCDA(P) for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the PCDA(P) 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 PCDA(P).

5. **Agents / Agency Commission:** The Seller confirms and declares to the PCDA(P) 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 PCDA(P) that the present declaration is in any way incorrect or if at a later stage it is discovered by the PCDA(P) 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 PCDA(P). 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 PCDA(P) 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 PCDA(P) in terms of the Contract along with interest at the rate of 2% per annum. The PCDA(P) 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 PCDA(P) 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 Vender, on a specific request of the PCDA(P), shall provide necessary information/ inspection of the relevant financial documents/information.

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

8. Liquidated Damages/Panalty:- In the event of the Seller /Service provider'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 PCDA(P) may at his discretion withhold any payment until the completion of the contract. The PCDA(P) may also deduct from the Vender/SERVICE PROVIDER as agreed, liquidated damages/ Penalty clause as under:

Penalty	<p>(i) <i>In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs 300/- per occasion may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month a penalty of Rs 500/- per break down shall be imposed.</i></p> <p>(ii) <i>In case of non-availability of vehicles penalty of Rs 2000/- per day shall be imposed</i></p> <p>(iii) <i>In case of non-availability of vehicle during extra hours penalty of Rs 200/- per occasion shall be imposed.</i></p> <p>(iv) <i>If petrol/desel found less than 25 liter per occassion Rs 500/- penalty will be imposed</i></p> <p>(v) <i>It conditions of vehicles are found not good or vehicles are not properly washed per occassion Rs 500/- penslty wil be imposed</i></p> <p>(vi) <i>After imposition of penalty it will be entered in a penalty register under intimation to the vender and the same will be deducted from Monthly/Daily Basis bill of the contractor</i></p>
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9. Termination of Contract: The PCDA(P) shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (a) The providing of vehicle is delayed for causes not attributable to Force Majeure after the scheduled date/time of delivery.
- (b) The Seller/Service provider is declared bankrupt or becomes insolvent.
- (c) The providing of vehicle is delayed due to causes of Force Majeure by more than 5 days provided Force Majeure clause is included in contract.
- (d) The PCDA(P) has noticed that the Vender 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.
- (f) If the services of the contractors are not found satisfactory and any complaint is received from the user, PCDA(P)/GO(AN) has the right to terminate the contract immediately, without giving any notice.

10. Notices: Any notice required or permitted by the contract shall be written in the Hindi / English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, **messages in any form addressed to the last known address/mobile no. of the party to whom it is sent.**

11. Transfer and Sub-letting: The Vender/Service Provider 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 Vender/Service Provider shall indemnify the PCDA(P) 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 Vender 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

i) General

- 1. If Bidder desires to ask for Duty/TAX 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 entertained 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 PCDA(P) by the Seller/Service Provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller/Service Provider

iv) GST.

1. If it is desired by the Bidder to ask for GST 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 GST and no liability of GST will be developed upto the PCDA(P).
2. On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Seller/Service provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.

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 /Service provider) as selected by the PCDA(P). Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5% to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of currency of the contract

2. **Payment Terms** - It will be mandatory for the Bidders to indicate their bank name, account numbers with IFSC code and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. *No payment will be made in case any of the following documents/papers are not submitted by the vendor at the time of submission of bill.*

- i) Ink-signed copy of bill/ Seller/ Service provider's bill
- ii) Ink-signed copy of commercial invoice/Seller/service provider's bill
- iii) Copy of Supply Order/contract
- iv) Claim for statutory and other levies to be supported with requisite documents/proof of payment.
- v) Exemption certificate for any duty/tax if applicable
- vi) Duty Slip/Log book duly signed by officer himself using the vehicle or by secretariat of the office concerned using the vehicle, along with all the papers of vehicles e.g. Taxi permit , Registration paper etc of the vehicle which was deployed on duty.,
- vii) *Payment will be made subject to availability of fund.*

5. **Advance Payment:** No. advance payments will be made

6. **Payment Authority:-** PCDA(P), Allahabad

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

a. The price charged for the services offered under the contract by the Service Provider shall in no event exceed the lowest prices at which the Service Provider provides the services or offer to provide the services of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all Orders placed during the currency of the contract is completed.

b. If at any time, during the said period the Service Provider reduces the rate, provide or offer to provide such services to any person/organisation including the PCDA(P) or any Deptt, 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, the shall forthwith notify such reduction or sale or offer of sale to the PCDA(P) and the price payable under the contract for the services of such reduction of rate or offer of the rate shall stand correspondingly reduced.

c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the currency of contract contract – “We certify that there has been no reduction in sale price of the services of description identical to the services provided to the Government under the contract herein and such services have not been offered/sold 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 period.

11. Risk & Expense clause –

1. Should the services or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective provision is made in respect of the services or any installment thereof, the PCDA(P) shall after granting available time the Service Provider 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.

2. In case of a material breach that was not remedied within the offered time, the PCDA(P) shall, having given the right of first refusal to the SELLER/SERVICE PROVIDER be at liberty to procure services from any other source as he thinks fit, other services of the same or similar description to make good such a default.

3. Any excess of the procurement price procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER/SERVICE PROVIDER. Such recoveries shall not exceed 30 % of the value of the contract.

12. Force Majeure clause

a. 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.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 05 (five) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

10. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP.

11. **Inspection Authority:** The mode of Inspection will be Departmental Inspection/User Inspection

12. **A part from above following special conditions of the contract should also be followed by both the parties without any variation:-**

1. The tender should have a registered established car rental/travel agency firm having sufficient number of latest models of vehicles for hiring. The vehicle provided should not be below than 2017 model.
2. All vehicles should be registered under taxi permit and should be kept neat and clean, also should be in good and sound condition mechanically. Vehicle should report for duty with sufficient fuel for the day's duty (Say a Minimum 25 liters)
3. The Tenderer should have experience in the field of vehicle hiring.
4. Punctuality will have to be ensured and log books shall be maintained by the drivers for this purpose.
5. The accident risks for drivers and vehicles be covered by comprehensive insurance and PCDA (P) shall not take any liability on this account.
6. Change in deployment of vehicles or drivers shall be allowed only in exceptional circumstances and only with prior information/approval of Authorised Officer/PCDA (P), Allahabad.
7. The contractor must also ensure that all the necessary documents (Registration certificate, Insurance paper, Driving Licenses, PUC certificate etc) are available with the driver deployed for duty for the PCDA (P)/CDA Allahabad.
8. TDS will be deducted as per the rates prevailing at the time of providing the service.
9. The driver provided by the contractor should fulfill conditions: -
 - (a) Should be in possession of valid commercial driving license issued by RTO for the class of vehicle he is driving.
 - (b) Should wear **White Shirt, White Pant and Shoes** uniform which should be properly washed and ironed.
 - (c) Should not smoke, chew Pan/Pan masala/Tobacco inside the car both while driving and otherwise.
 - (d) Should not indulge in any activity inimical to security of the officers traveling in his car.
 - (e) Should be in possession of Mobile phone with valid connection.
10. The names of addresses of the drivers should also be furnished before hand to the O/o the PCDA (P), Allahabad.
11. The vehicle should be with standard seats, which should be agreed with seating capacity as the RC book and other relevant documents.

12. All expenditure in connection with Petrol/Diesel, Pollution check, maintenance of vehicle, road taxes, insurance and any other incidental expenditure shall be borne by the service provider.
13. **The vehicle must be made available at any given time and day. The instruction should undertake the booking on phone/ Whatsapp in the office and residence at any time during day and night and vehicles will be made available within one hour of phone call /whatsapp,**
14. In case of break down or disruption due to any other reason, the vehicle shall be replaced by a substitute vehicle and driver immediately so that there shall be no loss of time.
15. Toll fees and parking charges shall be reimbursed by this office against the production of proper bill.
16. The rates should be quoted inclusive all Taxes/expenses, GST will be paid on actual basis. Increase or decrease of the rate of GST will be applicable in toto.
17. The rate once quoted should not be altered for any reasons and it should be legible.
18. The contractor should follow all safety rules and provisions mentioned in Motor Vehicle Act, 1988.
19. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. The PCDA(P), Allahabad only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the PCDA(P), Allahabad is not happy with the condition of the vehicle provided the contractor's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the contractor is not in a position to provide a substitute vehicle as demanded by the PCDA(P) Allahabad then the PCDA(P), Allahabad will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the contractor.
20. The Driver of the vehicle shall be provided with the duty slips by the contractor where date time KM's reading and places visited are to be filled in and signed by the officer/authorised the officer used by the vehicle.
21. In the event of any mechanical failure/break down of vehicle after its reporting duty, the contractor shall arrange for replacement by another commercial vehicle. Not-compliance may attract penalty as.
22. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. PCDA(P), Allahabad shall have not liability whatsoever.
23. The contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicle provided by contractor. PCDA(P), Allahabad will not be liable for any loss, damage, etc. suffered/to be suffered by contractor or third party as the case may be.
24. If for any reason the PCDA(P), Allahabad is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the contractor in writing. The contractor without raising any dispute on such assessment by the PCDA(P), Allahabad regarding the standard of the vehicle provided or quality of service

rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

25. The Contractor shall also be liable for all fines, penalties and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period any toll charges or entry Taxes payable locally and the contractor accordingly indemnifies the PCDA(P), Allahabad against all such liability.
26. **Tentative requirement of Vehicle on monthly basis :- Approximate requirement of vehicle is Five(05) in a month, however minimum Three (03) vehicle will be taken in a month.**
27. **PCDA(P) reserves right to increased or decreased Number of vehicles on the basis of requirement of this office.**
28. In case of any dispute appropriate Honb'le Court at Allahabad will be jurisdiction under law made by GOI.
29. **PCDA(P) reserves the right to terminate the contract at any stage without assigning any reasons.**

Part V – Evaluation Criteria Technical & Commercial Bid issues

1. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:-

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. As far as Technical bid is concerned all requisite documents related to information demanded through technical bid will be ensured and if any documents are missing the same may be called after receiving a self declaration for this purpose.

b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the PCDA(P) 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 upon the lowest price quoted by the particular Bidder. The consideration of taxes and duties in evaluation process will be as follows:

d. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the PCDA(P) would be the deciding factor for ranking of Bids.

e. The Bidders are required to spell out the rates of all types of applicable taxes and duties in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of any taxes and duties 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 duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of any duties and taxes upto any value of supplies/services from them, they should clearly state that no duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of taxes and duties, it should be brought out clearly. Stipulations like, taxes/duty 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 taxes/duty 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 taxes/duty which is normally applicable on the item in question for the

purpose of comparing their prices with other Bidders.

f. 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.

g. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the PCDA(P). The PCDA(P) will have the right to award contracts to different Bidders for being lowest in particular items. The PCDA(P) 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.

SECTION – VI**TECHNICAL BID**

Documents required to be submitted for bidder's eligibility and qualification.

S.N.	Description of the company/firm	Proof requires Yes/No	Page No.
1.	Name of Agency		
2.	Name of the concern: (i.e. Sole-proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization)		
3.	Full Address of Reg. Office Telephone No. Fax No. E-mail Address		
4.	Full Address of Branch office Allahabad Telephone No. Fax No. E-mail Address		
5.	Banker of Agency with full address Telephone number of Banker		
6.	Registration No. of the Agency/Firm		
7.	Photocopy of PAN CARD		
8.	GST Registration No.		
9.	GST during last 02 F.Y. 2017-18 & 2018-19, if any		
10.	Financial turn over and IT Returns of the Agency for Financial year 2016-17, 2017-18 and 2018-19, if any		
12.	Details of major contracts handled if any		
13.	Certificate of satisfactory performance or experience from the organization to whom the service was provided, if any.		
14.	Self Deceleration "not blacklisted" etc.		

Signature of authorized Person

Date:
Place:Name: -
Seals

Compliance Sheet

Please check whether the attested copies of the following documents have been attached or not and tick accordingly

1	Registration No. of the Firm/Company/Agency	Yes/No
2	PAN No./GSTIN	Yes/No
3	Goods and Service Tax No. has been submitted	Yes/No
4	Bank Draft/DD for EMD	Yes/No
5	Blank Commercial Bid Submitted	Yes/No
6	Copy of IT returns for the last 3 years submitted, if any	Yes/No
7	Cancelled cheque	Yes/No
8	Details of contracts handled, if any	Yes/No
9	Certificate of satisfactory performance and experience certificate, if any, from the organization to whom the service was provided.	Yes/No
10	Self declaration not blacklisted etc	Yes/No

Signature of authorised person

Name:-

Seal:-

Date:-

Place

TENDER FEE & EARNEST MONEY DEPOSIT PAYMENT PARTICULARS

Number of Demand Drafts enclosed:

Demand Draft Particulars:

S.N	D.D. No.	Date	Name of the Bank/Branch and Place	Amount
1				
2				
3				

I/We, hereby declare that the particulars furnished by me/us in this offer are true to the best of my/our knowledge and I/we understand and accept that, if at any stage the information furnished by me/us are found to be incorrect or false, I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due to the above, besides being black listed.

Signature :

Name :

Designation :

Name of the Agency :

Address of the Tenderer :

Phone No. & Mob. No. :

Email Address :

Website Address(If any) :

Date :

Details of major contracts with Central Government, State governments, PSUs/Nationalised Banks/Reputed Private Firms handled by the tendering Agency for providing hiring of taxi services in the following format

S.N	Details of client along with address, telephone and Fax numbers	Amount of contract (Rs. in lakh per year)	Duration of Contract	
			From	To
1				
2				
3				

(If the space provided is insufficient, a separate sheet may be attached)

Signature of authorized person

Date:

Name:

Place:

Seal:

DECLARATION

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/Central government or any State/Central PSU

Signature :

Name :

Designation :

Name of the Agency :

Address of the Tenderer :

Phone No. & Mob. No. :

Email Address :

Website Address (if any) :

Date :

Place :

SCHEDULE OF HIRING CHARGES

COMMERCIAL BID

PART-I

1.For Monthly Basis (Local Journey)

Sl. No	Name of the Vehicles	Monthly rate for, 1600 km and 300 Hours , with Driver, Rs	After 1600 Km, Per Km Rs.	after 300 Hours, Per Hrs
1	Honda City/Maruti Ciaz			
2	Etios Sedan/Honda Amaze/ Ertiga			
3	Swift Dzire/ Tata Zest/Xcent			
4	Night Halt charges			
5	Goods & Service Tax	As per Govt. Rule		

Note:

Note:

1. Rates should be quoted in both figures and words for the above mentioned vehicles.
2. Service Tax extra as applicable.

Signature of authorized person

Date:

Name:

Place:

Seal:

PART-II (A)**2. For Daily Basis (Local Journey)****ON THE DAILY BASIS (Local Journey)**

Sl. No	Name of the Vehicles	60 Km and 10 Hours, with Driver, Rs	After 60 Km per day per KM, Rs	Waiting charges after 10 hours
1	Innova Crysta			
2	Honda City/Maruti Ciaz			
3	Swift Dzire/Xcent/Tata Zest			
4	Night Halt charges			
5	Goods & Service Tax	As per Govt. Rule		

Note:

1. Rates should be quoted in both figures and words for the above mentioned vehicles
2. Goods and Service Tax extra as applicable

Signature of authorized person

Date:

Name:

Place:

Seal:

COMMERCIAL BID**PART-II (B)****2. For Daily Basis****ON THE DAILY BASIS OUT OF STATION**

Sl. No	Name of the Vehicles	200 Km and 24 hrs, with Driver, Rs	After 200 Km, Rs
1	Innova Crysta		
2	Honda City/Maruti Ciaz		
3	Swift Dzire/Xcent/Tata Zest		
4	Night Halt charges		
5	Goods & Service Tax	As per Govt. Rule	

Note:

1. Rates should be quoted in both figures and words for the above mentioned vehicles
2. Goods and Service Tax extra as applicable

Signature of authorized person

Date:

Name:

Place:

Seal: