



**NOTICE INVITING TENDERS (NIT) FOR EMPANELMENT OF AGENCY
FOR HIRING OF VEHICLE at RECPDCL Jammu & Srinagar PROJECT OFFICE**

No. RECPDCL/Tech./ Vehicle Hiring /e-Tender/2018/2478 Date:31.08.2018

REC Power Distribution Company Limited
(A wholly owned subsidiary of REC, a 'Navratna CPSE'
Under the Ministry of Power, Govt of India)
Corporate office
Plot No. A-10, 4th Floor,
KRIBHCO Bhawan, Sector-1, Noida-201301.
Tele Fax : 0120-4383768
Website : www.recpdcl.in

Description of task, Pre-qualifying criteria, e-tender submission format and procedure is available on RECPDCL website (www.recpdcl.in), REC website (www.recindia.com), Central Publication Portal (www.eprocure.gov.in)

Important Dates for E- Tendering mode	
Date of Release of NIT	31.08.2018
Pre-bid meeting	07.09.2018 at 11.00 hours
Last date of submission of Tender	17.09.2018 upto 16:00 hrs.
Date of Opening of Tender	17.09.2018 at 16:30 hrs.
Date of opening of Financial Bid	To be intimated later

**-Sd-
(L.B. Nautiyal)
DGM (Admn.)**

[This document is meant for the exclusive purpose of Agency/Company against this bid and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued]

(Please sign on each page)

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SECTION-I

TENDER INFORMATION

Name of the assignment: "**EMPANELMENT OF AGENCY FOR HIRING OF VEHICLE at REC Power Distribution Company Ltd. (RECPDCL) Jammu & Srinagar PROJECT OFFICE**"

Important information

Sl. No.	Event	Information to the agencies
1	Date and Time of Release of e-Tender	31.08.2018
2	Pre-Bid Meeting	07.09.2018 at 11:00 hours at RECPDCL Srinagar Project office
3	Last Date & Time for online Submission of Tender	17.09.2018 Up-to 16:00 hours
4	Date of Opening of Tender response	17.09.2018 at 16:30 hours
5	Tender Document	The details can be downloaded free of cost from the websites www.recpdcl.in (or) portal.recpdcl.in (or) www.recindia.com (or) www.eprocure.gov.in (or) www.tenderwizard.com/REC
6	EMD #	Rs. 10000/- for each package
7	Address for Bid submission	Dy. General Manager (Admn.) REC Power Distribution Company Limited., Plot No.-A-10, 4th Floor, KRIBHCO Bhawan, Sector-1, Noida-201301, India. Telefax : 0120-4383768, 0120-4383778/0120-4383783 Email- admin.delhi@recpdcl.in
8	Contact Person	Shri. Dheeraj Ananad Manager (Tech.) REC Power Distribution Company Limited (RECPDCL) Telefax: 0120-4383768, 0120-4383775 Email- admin.delhi@recpdcl.in

- **# The EMD (Earliest Money Deposit)** is to be submitted by all the participating bidders in the form of demand draft of an amount of Rs.10,000/- (Ten Thousand only) for each package of any schedule Indian bank in favour of REC Power Distribution Company Limited, Payable at New Delhi .The EMD of unsuccessful bidder will be returned within 90 days from the contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guaranty) i.e. 10% of the Contract Value.
- The bid shall remain valid for a period of 90 days from the last date of bid opening.
- **EMD amount i.e. Rs.10,000/- will be submitted by the bidder for each package.**

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SECTION-II

Instructions TO Bidders

4.1 Submission of Bid

Bidder shall submit their responses online through e-tendering website www.tenderwizard.com/REC

A. The submission and opening of Bids will be through e-tendering process.

Bidders can download Bid document from the RECPDCL web site i.e. <http://www.recpdcl.in> or portal.recpdcl.in or www.recindia.com or eprocure.gov.in and e-tendering regd. link is given in RECPDCL website i.e. www.tenderwizard.com/REC

***Note:** To participate in the e-Bid submission, it is mandatory for bidder to have user ID & Password. For this purpose, the agency has to register them self with REC through tender Wizard Website given below. Please also note that the agency has to obtain digital signature token along with signing & encryption for applying in the Bid. In this connection vendor may also obtain the same from tender Wizard.*

Steps for Registration

- (i) Go to website <http://www.tenderwizard.com/REC>
- (ii) Click the link 'Register Me'
- (iii) Enter the details about the E-tendering as per format
- (iv) Click 'Create Profile'
- (v) E-tender will get confirmation with Login ID and Password

B. Steps for application for Digital Signature from Bid Wizard:

Download the Application Form from the website <http://www.tenderwizard.com/REC> free of cost. Follow the instructions as provided therein. In case of any assistance you may contact RECPDCL officers whose address is given at the Bid.

Bids to be submitted through online mode on website www.tenderwizard.com/REC in the prescribed form.

Submission of Bid:

1. Bidders are hereby requested to submit their bids in the following format:-
 - a. **Earnest Money** to be sealed in a separate envelope subscribing "Earnest money" for "**Empanelment of agency for hiring of vehicle at RECPDCL Jammu & Srinagar Project office**".
 - b. **Technical Bids & Financial Bid are to be submitted through online mode only on website www.tenderwizard.com/REC.** No other mode of submission of bid shall be accepted under any circumstances.
2. The Earnest Money envelope also subscribing due date, addressed to CTO, REC Power Distribution Company Limited, Plot No.-A-10, 4th Floor, KRIBHCO Bhawan, Sector-1, Noida-201301, shall be delivered into the tender box marked with name of work and placed at the main reception counter of RECPDCL on or before due date & time specified in the bid.
3. Opening of Earnest Money & Technical Bids would take place simultaneously on the date & time of bid opening in the presence of the intending bidders or their Authorized Representatives who may wish to be present.
4. The Technical Bids shall then be evaluated by the Evaluation Committee of RECPDCL as per the Eligibility/Pre qualifying Criteria as mentioned under Para – 10.0 of terms & conditions.

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5. RECPDCL does not own any liability if the bids are not submitted within due date and time as per requirement.
6. EMD Envelope received after the due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever. REC shall not be responsible for late receipt of the EMD Envelope submitted by any Bidder. The bidders may deputed their authorized representatives at the time of opening of Bid.
7. RECPDCL reserves the right to extend the deadline for submission of bids by issuing and amendment in which case all rights and obligation of the REC and the bidders previously subject to the original deadline will then be subject to the new deadline.
8. Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the EMD.
9. Document to be enclosed offline & online:

- a) **Earnest Money** of Rs.10,000/- for each package: **(Through offline mode)** Demand Draft/Pay order of required amount of Earnest Money issued in favour of "REC Power Distribution Company Limited" payable at Delhi required to be placed. Following information should be marked on the face of the sealed envelope.

Name of Party.....

Tender No.....

Earnest Money Amount issuing Bank..... Date.....

- b) **Technical Bid (online mode only):** The following Documents scanned images (preferably in PDF format) signed by the Authorized signatory to be uploaded with the on-line Technical bid (these documents need not be digitally signed):

- I. Techno - *Commercial Bid* Form (as per format given in Annexure – 2).
- II. Complete Bid document as a token of acceptance of Terms & Conditions & Scope of services etc.
- III. Documents required as per "Eligibility Criteria" and as mentioned in Techno Commercial Bid Annexure –2.

- c. **Financial Bid (Online Mode only):** Financial Bid as per enclosed Format in Annexure-3.

Financial bid to be submitted in the specific format designed same may be downloaded from website www.tenderwizard.com/REC and after filling the form it is to be uploaded through digital signature.

The all document should be addressed to.

Dy. General Manager (Admn.)

REC Power Distribution Company Ltd.

Plot No. –A-10, 4th Floor, KRIBHCO Bhawan,

Sector-1, Noida-201301

(Note: All papers that comprise the Bid document of the concerned Bid must be numbered. An index of each page should also be provided.)

(Please sign on each page)

General Terms & Conditions of Tender Document

1. REC Power Distribution Company Limited (RECPDCL), a wholly owned subsidiary of REC Limited (Navratna CPSU under Ministry of Power), a Government of India Enterprise, invites 'e-Tender' through online mode for hiring of vehicles from reputed agencies fulfilling the criteria laid down in Techno- commercial bid format at Annexure-2. The scope of work and terms and conditions are given in Annexure-I (A&B). The format for Financial Bid is at Annexure- 3.
2. Earnest Money (EMD) of Rs. 10,000/- (Rupees Ten thousand only) for each package should accompany the **Techno-commercial bid document**. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a Nationalized bank/Scheduled commercial bank in favour of REC Power Distribution Company Limited (RECPDCL) payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by RECPDCL. The EMD must be updated online and submitted in hard form to tender opening authority before opening date and time.
3. Exemption for payment of EMD amount will be given to Micro, Small& Medium Enterprises (MSMEs) registered with National Small Industries Corporation Ltd. (NSIC) or any other body specified by Ministry of MSME. However, relevant valid document / Certificate from NSIC or any other body specified by Ministry of MSME need to be submitted without which bidders are not entitled for any kind of exemption
4. The EMD shall be forfeited if the bidder withdraws his bid during the period of bid validity.
5. EMD of unsuccessful bidders shall be returned after the acceptance of the Purchase Order by the successful bidders.
6. The bid shall remain valid for a period of 3 months from the date of receipt of the bid.
7. The Bidder should carefully read, understand and seek clarifications if any before filling in and submitting the bid. No claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

8. RATES AND PRICES

- 8.1 Bidders shall quote the rates in the format given at Annexure-3. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writings are permissible. Price bid need to be uploaded in given format on the website: www.tenderwozard.com/REC or from E-tender link given in RECPDCL website <http://www.recindia.nic.in/> & Don't submit the hard copies of the Price bid.

All applicable GST & other taxes & duties, if any, may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.

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8.2. If any supply of goods or services under or in respect of this contract is subject to GST, and if the Contractor is liable to GST in relation to any supply/services under this contract, the parties agree that the amount of GST applicable on any supply from the Contractor to the RECPDCL under or in respect of this contract shall be reimbursed by the RECPDCL on actual basis as applicable on the supply by the Contractor in pursuance of the contract. The same would be subject to the following:

- a) The Contractor shall also indicate the possible locations and respective GSTIN's from where the supply is proposed to be made by him. Any exemptions/ tax benefits, if applicable to the Contractor on the date of submitting the price bid shall be indicated by him and for the purpose of calculation of the amount of GST to be reimbursed, the RECPDCL shall factor such exemptions/ tax exemptions irrespective of withdrawal of such exemptions/ tax benefits to the Contractor during the execution of the Contract.
- b) Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc. as prescribed by the Government in this regard, shall be considered as appropriate and necessary for taking reimbursement of the GST so charged.
- c) In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the RECPDCL shall not be liable to make any payment against such invoice.

8.3. Notwithstanding anything contained of the Contract, where the HSN/ SAC classification of the goods/ services indicated in the price schedule by the Contractor to the RECPDCL for the supplies under or in respect of this Contract undergoes a change on account of change in interpretation, any judgement/ Notification/ Circular/ amendment in law made to the said effect (collectively known as 'change in law'), the rate of GST for the purpose of calculating the tax reimbursable by the RECPDCL shall be lower of the two:

- a) Rate of GST applicable on the supplies basis the HSN/ SAC indicated for the same in the price schedule submitted by the Contractor with the bid
- b) Rate of GST applicable on the supplies basis the applicable HSN/ SAC on the goods/ services post change in law.

8.4. Notwithstanding anything contained anywhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to the RECPDCL for reasons associated with non-compliance/ incorrect compliance by the Contractor, the RECPDCL shall be entitled to recover such amount from the Contractor by way of adjustment from any of the subsequent invoices issued by the Contractor on the RECPDCL. In addition to the amount of GST, the RECPDCL shall also be entitled to recover interest at the rate of 12% and penalty, in case any penalty is imposed by the tax authorities. The RECPDCL shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on the Contractor.

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- 8.5. Subject to Point No. 8.3 above, if any rates of Tax are decreased or any change in interpretation or application of any Tax which entails a decrease in the Taxes declared by the Contractor in the Price Schedule, which was or will be assessed on the Contractor in connection with performance of the Contract (i.e. during scheduled completion period as per contract), an equitable adjustment of the Contract price shall be made to fully take into account any such change by deduction therefrom. However, if any rates of Tax are increased, which was or will be assessed on the Contractor in connection with performance of the Contract, no change shall be made in the Contract Price and the RECPDCL shall not reimburse any additional amount payable thereto.
- 8.6. Subject to Point No. 8.3 above, if a new Tax is introduced or an existing Tax is abolished, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom.
- 8.7. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. and in respect of raw materials, intermediary components etc., neither RECPDCL nor the contractor shall be entitled to claim arising due to increase or decrease in the rate of tax, introduction of new tax or abolition of an existing tax in the course of the performance of the contract.
- 8.8 As per Section 171 of the Central Goods and Services Tax Act, 2017, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. In pursuance of the above provision, contractor is required to factor in the credit efficiencies available under GST and benefit due to reduction in tax rate to the RECPDCL and accordingly, declare the prices in the Price Schedule.

TERMS OF PAYMENT

Payment will be released within 15 days after receipt of original copy of bill in duplicate & verification of correctness of the same and certification by authorized officer in the RECPDCL that the services provided during the month are satisfactory.

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9 EVALUATION OF BIDS:

- 9.1 For the purpose of evaluation of bids, the rates quoted by the tenderers in the schedule of rates, following shall be considered.
- (a) Minimum for monthly running upto 2500 Kms/28 days/12 hrs daily for a period as specified in respective sections.
 - (b) 300 Kms Extra beyond 2500 Km per month shall be taken for bid evaluation purpose. However, payments shall be released for actual Kms run beyond 2500 Km per month.
 - (c) 5 night halts per month shall be taken for bid evaluation purposes. However, payments shall be released for actual night halts per month.
 - (d) 500 Kms Extra for outstation journey per month shall be taken for bid evaluation purpose. However, payment shall be release for actual kms run per month.
 - (e) 3 hours' extra time beyond 12 Hrs. duty per day shall be taken for bid evaluation purpose. However, payment shall be release for actual extra time per day.
 - (f) Quantity indicated as above are indicative for the purpose of evaluation of lowest bidder i.e. L-1. However, payment shall be made as per actual utilization for extra running beyond 2500 Kms per month and for night halts other than specified place of reporting.
 - (g) The tender shall be awarded to L1 party based on the total price quoted by the bidders. Those bidders who will accept the least cost/rate of the respective package shall be recommended for empanelment for that particular package.
- 9.2 RECPDCL will determine the substantial responsiveness of each bid with reference to bid terms and conditions as per clause 9.1 of Annexure-1B. For this purpose a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions in respect of following will be deemed to be material deviation.
- Earnest Money Deposit (EMD)
 - GST & other taxes & Duties, if any
 - Payment terms
 - Security deposit
 - Penalty
 - Validity of Bid
- 9.3 RECPDCL's determination of bidder's responsiveness will be on the basis of contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not substantially be made responsive by the bidder by correction of the non-conformity. All decisions by RECPDCL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
- 9.4 The initial contract period shall be one year from the date of signing and/or placement of purchase order whichever is earlier. On need basis as per requirements and satisfaction of RECPDCL the contract can be extended for a further period of one year each time up to a maximum of additional two years. Thereafter the contract can be extended for further such periods, rates and terms and conditions as decided/agreed on mutual consent of both the

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parties. However, both the parties i.e. the bidder and RECPDCL would be free to terminate the contract after giving advance notice of 2 months in writing at any time.

10. LIQUIDATED DAMAGES:

In case of any delay in execution of the order beyond stipulated date of delivery, including any extension permitted in writing, RECPDCL reserves the right to recover from the vendor a sum equivalent to 0.5% of the monthly value of the work order for each day of the delay and part thereof subject to a maximum of 5% of monthly value. In case the delivery is delayed by more than two weeks, RECPDCL reserves the right to forfeit the security retained towards contract performance guarantee.

11. CONCILIATION/ ARBITRATION:

- 11.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Competent Authority, i.e. Chairman, RECPDCL / Officer appointed by Chairman, RECPDCL.
- 11.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by either party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, Competent Authority of RECPDCL.
- 11.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the agency shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 11.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 11.5 The venue of the arbitration shall be J&K, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- 11.6 The arbitrator will give the speaking and the reasoned award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

12. FORCE MAJEURE:

- 12.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

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- 12.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely RECPDCL and the agency.
- 12.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, RECPDCL shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.
- 12.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
- 13 APPLICABLE LAW AND JURISDICTION:**
All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at J&K .
- 14 No alternative offer shall be considered.
- 15 RECPDCL reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without there by incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of RECPDCL's action.
- 16 RECPDCL reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
- 17 Any clarification on the documents may be obtained from:-

Dy. General Manager (Admn.) REC Power Distribution Company Limited, 4 th Floor, Sector-1, KRIBHCO Bhawan, Noida-201301 Telephone No: 0120-4383756	Shri Dheeraj Anand Manager (Tech.) REC Power Distribution Company Limited 4 th Floor, Sector-1, KRIBHCO Bhawan, Noida- 201301 Telephone No. 0120-4383775
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Performance Security: The L-1 bidder need to deposit within fifteen (15) working days from the date of acceptance of work order, a Performance Security in the form of Bank Guarantee or Demand Draft (DD), for an amount of 10% (Ten per cent) of the Tender value for the due performance and fulfilment of the contract by your firm which is valid up to three months after contract period, the format placed at Annexure – 4.

The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of The “REC Power Distribution Company Ltd”, New Delhi.

The Performance Bank Guarantee may be discharged/ returned by the RECPDCL after the completion of the contract upon being satisfied for the performance of the obligations of your firm under the contract.

Failing to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be decided by the CEO, RECPDCL shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

In the event the firm being unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by RECPDCL.

No Bank Charges/ interest shall be payable for the Performance Bank Guarantee.

[The performance bank guarantee will be paid by the LQ-1 bidder separately for each package (Jammu & Srinagar), in which they are L-1].

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Empanelment of agency for hiring of vehicle at RECPDCL Jammu & Srinagar Project office
SCOPE OF WORK

1. The scope of work covers empanelment of transport agencies for hiring vehicle and finalizing rates of different category of vehicles for RECPDCL project office, Jammu & Srinagar to travel within (Local Journey) and outside, as and when required as per the terms & conditions of the contract specified herein and shall maintain an office with adequate staff and telephone facilities round the clock.
2. The agency shall provide vehicle duly registered in **SRINAGAR** /latest model (Preferably 2017/ After July, 2016), (Diesel) and complying to emission norm of Bharat Stage IV (Euro IV) for following category of vehicle:

Category: ON MONTHLY BASIS (28 days/12 hrs. daily/2500 kms.)

Package Name	Vehicle Name	No. of Vehicle Required (*)
Spacious Jeep on Monthly basis	Mahindra Bolero/Scorpio	2 (Two)

(*) Requirement of vehicle should be increased as per requirement of RECPDCL.

And

The agency shall provide vehicle duly registered in **JAMMU** /latest model (Preferably 2017/ After July, 2016), (Diesel) and complying to emission norm of Bharat Stage IV (Euro IV) for following category of vehicle:

Category: ON MONTHLY BASIS (28 days/12 hrs. daily/2500 kms.)

Package Name	Vehicle Name	No. of Vehicle Required (*)
Spacious Jeep on Monthly basis	Mahindra Bolero/Scorpio	2 (Two)

(*) Requirement of vehicle should be increased as per requirement of RECPDCL.

3. The vehicle to be provided should have AC facility which may require in case of Journey by officials.
4. The agency shall provide the vehicles at RECPDCL Project office at below address or as per requirement at any other place intimated to the agency for travel within or outside Jammu & Srinagar. The maximum dead mileage allowed towards to and fro journey from garage to place of duty will be **06 (Six) Kms.** or actual whichever is less.

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Address:

REC Power Distribution Company Limited Property Lane No.-1, House No.C-27, Afandhi Bagh, Housing Colony, Srinagar (J&K)	REC Power Distribution Company Limited 157-a, Gandhi Nagar, Behind Apsara Cinema, Jammu -180004
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5. Journey within Jammu & Srinagar Municipal area will be treated as local journey.
6. The vehicles deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per RECPDCL's requirement with proper RC/Insurance/ Road Tax Receipt/pollution check and valid pollution certificate.
7. The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings / accessories like radio cassette player etc. for maximum comfort of passengers.
8. Driver of vehicle must be provided with valid driving license and attached with mobile phone in working condition. No extra charges would be paid by RECPDCL for the same.
9. The upholstery and seat cover of vehicle should be properly dry cleaned on a monthly basis.
10. The agency shall provide well-behaved, pleasant personality, well-mannered and proper Hindi /English speaking drivers in clean and proper uniform, to be provided by agency with valid driving license of minimum 05 years old and should be able to read log book and signboards in English and Hindi.
11. The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with the road and routes in Jammu & Srinagar and adjacent areas.
12. In case of break down / servicing / repair, the agency shall provide alternate vehicle of same Make and model failing which vehicle shall be hired from any other source / sources at the risk and cost of the contractor.
13. Deductions in case of vehicle not meeting the specification: -
 - a) If the interior of the vehicle is not in good conditions, 5% deduction from the bills shall be done.
 - b) Vehicle latest model (2017) if not available, older Vehicle (model 2016) in good conditions must be sent with consent of RECPDCL.
14. In case of non-reporting / refusing to provide the requisite Vehicle, the same may be hired from any other source(s) at the risk and cost of the agency, besides any other penal action which may be even termination of contract.

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15. The maintenance cost, charges of fuel (diesel), road tax, permit fee, passenger Tax, Border Tax, challans , salary of the driver, the overtime and mobile phone charges of driver etc. are the responsibility of the agency and should be paid by the agency.
16. Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also.
17. The agency shall be fully responsible for any loss or damage to the vehicle or occupant and shall be liable to pay full compensation for any injury or any other loss to the passengers.
18. RECPDCL reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error / fault in the meter being notice, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action which may even lead to termination of Contract.
19. The vehicle sent to our office on our requisition must have all relevant documents like registration certificate / Driving license / Insurance / Road Tax Receipt / Permit fee / pollution certificates / Passenger Tax / Border Tax /mobile phone etc. The vehicle should be licensed and shall conform to all Govt. rules and regulation being in force from time to time.
20. In case of non-availability of vehicles with the agency, vehicles other than those owned by the agency may be provided as an ad hoc arrangement only and should be replaced by own vehicle at the earliest opportunity in any case within one month.
21. The agency must provide the list of vehicles along with photocopy of the Registration certificates of the vehicle duly attested / notarized and certified by the owner of Agency. However, the original registration paper shall be provided by the Agency on demand in case any further verification is required in case of any doubt. In case agency fails to provide sufficient documentary evidence, 10% deduction from bill shall be made.
22. The agency shall maintain the duty slip as per performa attached for every trip / requisition. The duty slip should be got signed by the user which would indicate the vehicle No, opening and the closing meter reading with time and date at the point of starting / ending the journey by the user. It should be ensured that there is no overwriting in the duty slips. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

(Please sign on each page)

SPECIAL CONDITIONS OF CONTRACT & QUALIFYING CRITERIA**1. RESPONSIBILITY OF THE CONTRACTOR/AGENCY**

- 1.1 The agency shall provide Jammu & Srinagar registered vehicles (Diesel) of latest Model or later as per our requirement with well-behaved /skilled drivers in proper uniform having knowledge of routes & minor repairs of cars and valid driving licenses. All the cars shall carry first aid box, Stepney and toolbox.
- 1.2 If the vehicle does not report to RECPDCL at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
- 1.3 In case of break down the contractor shall provide alternate vehicle of same category failing which the touring executive(s) will be allowed to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 1.4 All kinds of repairs / maintenance cost, charges of diesel, oil, lubricant, fee towards licenses/registration taxes such as road tax, permit fee etc., challans, salary/ overtime of the driver, insurance premium etc. are the responsibility of the agency and shall be borne by the agency all along. RECPDCL will reimburse toll tax, DND tax, parking charge and state passenger tax wherever incurred on submission of original receipt. The driver to be provided with petty cash for the purpose.

2. PENALTY:

The agencies shall be liable for penalties on contract price in the manner indicated below:

Sl. No.	Nature of default	% penalty of per day hiring charge of requisite vehicle	Mode of Deduction as penalty
1.	Failing to provide vehicle after confirm booking	50 %	% Deduction from Running Bill/ CPG
2.	Late reporting(Beyond 30 Minutes)	10 %	-Do-
3.	Indecent behavior of driver	10 %	-Do-
4.	Improper condition of vehicle interior/ exterior/latest regd. vehicles	15 %	-Do-
5.	Driver with dirty uniform	10 %	-Do-

The above occurrence shall be reported within 24 hrs to the concerned agency as well as to RECPDCL Regional Office, by the user for necessary action. The complaint will be examined in consultation with the agency by Project In-charge; RECPDCL Jammu & Srinagar and he will be submitting the report to Chief Technical Officer/Dy. General Manager (Admn.) and his decision will be final and binding on the agency.

(Please sign on each page)

3. VEHICLE REQUISITIONING & LOG BOOK:

- 3.1 Booking made by authorized RECPDCL official(s) shall only be considered for purpose of payment.
- 3.2 The agency shall maintain the Log book for the vehicle hired on monthly basis. The log book should be got signed by the user, which would indicate the opening and the closing meter reading with time and date at the point of starting/ending the journey by the user. It should ensure that there is no overwriting in the log book. Tempering with the contents of the duty slips would be viewed very seriously. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

4.0 PAYMENT & REIMBURSEMENT:

- 4.1 The agency shall submit bills, in duplicate within the first week of each month for the preceding month for release of the payment within 15 days of the month to the Admn Division complete in all respects along with duty slips and monthly statement of journey. TDS as applicable shall be deducted from the bills of agency. Bill having cutting and over writing shall not be entertained. No advance payment shall be made under any circumstances.
- 4.2 Kms. charges for hill area shall be same as that of plain area.
- 4.3 The mileage from garage to the requisitioned destination and back to the garage shall be as per actual by shortest route and restricted to a maximum of 6 kms./day.
- 4.4 Parking charges, Toll Tax and State Tax wherever occurred shall be reimbursed as per actual by RECPDCL on certification by the user on submission of documentary proof (original receipt).

5.0 PRICE VARIATION

- 5.1 The prices as agreed shall remain firm throughout the period of the contract except for variation in Fuel price. RECPDCL will increase or decrease the agreed transportation rates @ 0.3% for every 1% increase or decrease in respective fuel price i.e. petrol, diesel, CNG duly supported by documentary evidence.
- 5.2 The base rate of fuel for the purpose of price variation shall be the rates prevalent in Jammu & Srinagar 7 days before the date of opening of the Financial bid.
- 5.3 The prices of fuel prevalent on 1st of every month will be valid for the whole of the month for calculation of price variation (on any change of fuel price).

6.0 NON-AVAILABILITY OF VEHICLE

- 6.1 In case of non-availability of the vehicles owned by the agency, the agency may provide vehicles owned by others which conform to RECPDCL's requirements for a period of only 3days maximum. If more than 3 days, penalty will be charged to the bidder. Upgraded models or higher category cars (of models not older than 2016) may also be provided at the same rates, terms and conditions with prior permission of RECPDCL.

(Please sign on each page)

7.0 METER TEMPERING:

- 7.1 Agencies would ensure proper sealing of milometer. RECPDCL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering of meter reading and misbehavior of driver shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of security deposit. In the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action.

8.0 STATUTORY REQUIREMENTS:

- 8.1 The cars sent to our office on our requisition must have all relevant documents like registration Book/Driving license/Insurance/Road tax Receipt/Permit for Passenger Taxi/Pollution certificate etc. The vehicle should be licensed and shall have valid permits for plying in Jammu & Srinagar. The vehicle should conform to all Govt. rules and regulation being in force from time to time.
- 8.2 The driver should abide by the rules laid down by transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic rules and regulations so as to ensure safety of the passenger.
- 8.3 Compliance of all statutory obligations viz. Industrial Dispute Act, workmen's compensation Act, Contract labour (R&A) act, shall be ensured by the agency. The agency shall indemnify and shall always keep RECPDCL indemnified against any liability due to non-compliance of statutory obligations by the agency or any of its agents/servants/driver or for any reason whatsoever. The agency will be responsible for the conduct of their staff.

9.0 AWARD OF CONTRACT:

- 9.1 Those bidders who will accept the least cost/rate of all the item (Aggregating to lowest total price) of the package shall be recommended for empanelment for that particular package. However, preference would be given to the agency who has quoted the least price for respective package and in case of non- availability of the vehicle with them vehicles would be hired with the other empaneled parties for that particular package.
- 9.2 The initial contract period shall be one year from the date of signing and/or placement of purchase order whichever is earlier. On need basis as per requirements and satisfaction of RECPDCL the contract can be extended for a further period of one year each time up to a maximum of additional two years. In case of change in the requirement of vehicles due to transfers of officers etc., the terms contained under Clause 11.4 of the tender document will be applicable.

(Please sign on each page)

10.0 QUALIFYING CRITERIA FOR BIDDERS for SRINAGAR package

Sr. No.	DESCRIPTION	DOUCMENTS TO BE ATTACHED WITH TECHNO-COMMERCIAL BID
1.	The bidder should have his office in Srinagar with phone/mobile connection, and capable of providing taxis round the clock.	a) Company Registration Certificate or GST Registration Certificate or any other State Govt./ Central Govt. document with specify the name of the firm and his address. b) Details to be furnished along with the techno-commercial bid.
2.	The bidder should have at least four (4) years' experience in work of similar nature with large corporate of repute having minimum annual value of work as below: Single work order of minimum Rs.4.5 Lakh Or Two work order of minimum Rs.2.82 Lakh each	a) Bidder must submit copy of work order and any one document from list below: I. Payment receipts II. Proof of release of performance security after completion of the contract III. Proof of settlement/release of final payment against the contract IV. Certificate for successful completion of work/performance report by the client.
3.	Average annual Turnover last four (4) financial year above Rs.3.94 Lakh i.e. FY-2014-15,2015-16,2016-17,2017-18	Audited balance sheet of last four FY2014-15,2015-16,2016-17 and 2017-18 is to be submitted with summary as cover page on company's letter head or certificate from Chartered Accountant (CA) certifying the turnover of the bidder for the last four years.
4.	The bidder should have a minimum of 3 cars/jeeps registered in the name of Company / Firm / Partner / Director / Long Term tie-up/proprietor	a) Photocopies of Registration Books of at least 3 nos. cars/jeeps registered as taxis along with the latest and valid insurance covers. b) Original documents would be physically verified before finalization of the empanelment of the parties.
5.	The company should be registered for GST payment with GSTIN & HSN code	Copy of registration certificate indicating GST No.
6.	The bidder should have valid PAN No.	Submit copy of PAN card
7.	The bidder should not be blacklisted or banned for business by any Public sector undertaking/ Govt. Department / MNC/ Pvt. Limited companies in India or abroad	Undertaking regarding not having black listed/banned by singed authorized signatory, as per Annexure - 5 (enclosed)

(Please sign on each page)

11.0 QUALIFYING CRITERIA FOR BIDDERS for JAMMU package

Sr. No.	DESCRIPTION	DOUCMENTS TO BE ATTACHED WITH TECHNO-COMMERCIAL BID
1.	The bidder should have his office in Jammu with phone/mobile connection, and capable of providing taxis round the clock.	c) Company Registration Certificate or GST Registration Certificate or any other State Govt./ Central Govt. document with specify the name of the firm and his address. d) Details to be furnished along with the techno-commercial bid.
2.	The bidder should have at least four (4) years' experience in work of similar nature with large corporate of repute having minimum annual value of work as below: Single work order of minimum Rs.4.8 Lakh Or Two work order of minimum Rs.3 Lakh each	a) Bidder must submit copy of work order and any one document from list below: I. Payment receipts II. Proof of release of performance security after completion of the contract III. Proof of settlement/release of final payment against the contract IV. Certificate for successful completion of work/performance report by the client.
3.	Average annual Turnover last four (4) financial year above Rs.4.2 Lakh i.e. FY-2014-15, 2015-16, 2016-17, 2017-18	Audited balance sheet of last four FY2014-15, 2015-16, 2016-17 and 2017-18 is to be submitted with summary as cover page on company's letter head or certificate from Chartered Accountant (CA) certifying the turnover of the bidder for the last four years.
4.	The bidder should have a minimum of 3 cars/jeeps registered in the name of Company / Firm / Partner / Director / Long Term tie-up/proprietor	(a) Photocopies of Registration Books of at least 3 nos. cars/jeeps registered as taxis along with the latest and valid insurance covers. (b) Original documents would be physically verified before finalization of the empanelment of the parties.
5.	The company should be registered for GST payment with GSTIN & HSN code	Copy of registration certificate indicating GST No.
6.	The bidder should have valid PAN No.	Submit copy of PAN card
7.	The bidder should not be blacklisted or banned for business by any Public sector undertaking/ Govt. Department / MNC/ Pvt. Limited companies in India or abroad	Undertaking regarding not having black listed/banned by singed authorized signatory, as per Annexure - 5 (enclosed)

(Please sign on each page)

HIRING OF VEHICLES – TECHNO-COMMERCIAL BID**1. THE FIRM**

- a) Name _____
- b) Regd. Address _____
- c) Address of Office at Srinagar/Jammu (Tick any one) _____
- d) Contact Person's
- i) Name & Design. _____
- ii) Address _____
- iii) Tel No. Landline _____ Mobile _____
- iv) Email ID _____

2. Type of Firm:

Private Ltd./Public Ltd./ Cooperative/PSU/Partnership/
Proprietorship

(Please tick and enclose copy of Memorandum/ Articles of
Association/ Certificate of Incorporation/GST Registration
Certificate or any other Govt. offices document with specify of
name of firm and his address)

_____ enclosed.
(Pl. specify)

3. Bank A/c No. : _____

(Please enclose an unsigned cancelled cheque)

4. PAN/GIR No. : _____

(Please enclose photocopy)

5. Service Tax Registration No.: _____

(Please enclose photocopy)

6. No. of cars in the name of the Firm/Proprietor/Partner/Director: _____

(Please enclose photocopy of RC & Insurance)

8. Experience of similar work in the field during the last three years

(Copies of list of clients with names, address and contact nos. of concerned officials.)

_____ enclosed (pl. specify)

**9. Earnest money details:
Drawn On _____**

DD No. _____ dated: _____ Amounting to Rs.10000

Signatures of authorized signatory

Name _____

Designation _____

Seal.....

(Please sign on each page)

Please fill separately, if the bidder is participating for both the package i.e. Jammu & Srinagar.

ANNEXURE-3

HIRING OF VEHICLE – FINANCIAL BID

PRICE BID-

PACKAGE- (JAMMU) MAHINDRA BOLERO/SCORPIO WITH AC ON MONTHLY BASIS

Sl. No.	MONTHLY BASIS [JAMMU PACAKAGE]	Rate in Rs. (A)	Aggregating fixed Variables (B)	Total Rates in Rs. C = A x B
1	Charges for 2500 Kms /28 days & 12 Hrs. daily (8.30 AM to 8.30 PM / as per requirement)		NIL	
2	Charges for extra Kilometer (Per km beyond 2500 KMs)		300 KMS	
3	Charges for extra time beyond 12 Hrs. (Per hour-Per day)		3 hrs.	
4	Out station journey per Km		500 KMS	
5	Night stay charges (Per night) outstation journey		5 night halts	
Total Amount in Rs.				

Applicable Taxes

1	Applicable GST (%) on total bill amount	
2	Other tax, if any	

Night stay charges for outstation journey shall be paid only if the vehicle is kept beyond 12.00 midnight.

The terms and conditions contained in the Tender Document are acceptable to me/us.

Dated :
Place :

Signature with Seal of Authorized Person

The price bid needs to be submitted as given format on e-tendering website only.

(Please sign on each page)

PRICE BID -**PACKAGE- (SRINAGAR) MAHINDRA BOLERO/SCORPIO WITH AC ON MONTHLY BASIS**

Sl. No.	MONTHLY BASIS [SRINAGAR PACAKAGE]	Rate in Rs. (A)	Aggregating fixed Variables (B)	Total Rates in Rs. C = A x B
1	Charges for 2500 Kms /28 days & 12 Hrs. daily (8.30 AM to 8.30 PM / as per requirement)		NIL	
2	Charges for extra Kilometer (Per km beyond 2500 KMs)		300 KMS	
3	Charges for extra time beyond 12 Hrs. (Per hour-Per day)		3 hrs.	
4	Out station journey per Km		500 KMS	
5	Night stay charges (Per night) outstation journey		5 night halts	
Total Amount in Rs.				

Applicable Taxes

1	Applicable GST (%) on total bill amount	
2	Other tax, if any	

Night stay charges for outstation journey shall be paid only if the vehicle is kept beyond 12.00 midnight.

The terms and conditions contained in the Tender Document are acceptable to me/us.

Dated :
Place :

Signature with Seal of Authorized Person

The price bid needs to be submitted as given format on e-tendering website only.

(Please sign on each page)

PERFORMANCE BANK GUARANTEE

M/s. REC Power Distribution Company Ltd.
 Plot No.-A-10, 4th Floor,
 KRIBHCO Bhawan,
 Sector-1, Noida-201301

(With due Rs.100/- stamp duty, if applicable)

OUR LETTER OF GUARANTEE No. :

Date:

Amount:

Valid Date:

Bank Name & Address:

In consideration of REC Power Distribution Company Ltd. having its office at Plot no.-A10, 4th Floor, Sector-1, KRIBHCO Bhawan, Noida-201301 (hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Work Order No. _____ dated _____ with/on as _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, Administrators and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____/Work Order No. _____ dated _____ and RECPDCL having agreed that the Supplier shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the Work Order i.e. for _____.

We, _____ (The Bank) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No.

_____ in your favour for account of _____

(The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/work Order.

Hereby, we undertake to pay upto but not exceeding _____ (say only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount Claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named Supplier.

This Letter of Guarantee will expire on _____ plus 60 (Sixty) days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

 Authorized Signature
 Chief Manager/Manger

Seal of Bank

(Please sign on each page)

VEHICLE DUTY SLIP for Monthly Hiring Vehicle

User Name:

Name of the Agency:

Vehicle No:

Month:

[illegible]

(Please sign on each page)

ANNEXURE - 5

Undertaking towards not being black listed

I, _____, on behalf of _____ (Name of the Bidder) hereby declare that

(a) I hereby accept all the Terms and Conditions mentioned at Annexure 'I' and Annexure 'II' of the tender unconditionally. We are aware that conditional bids if quoted shall be summarily rejected.

(Acceptance of all the terms and conditions as mentioned in the tender to be duly signed each page of NIT and enclosed with Undertaking)

(b) Our organization or the staffs to be provided has no business or direct family relationship with member(s) of RECPDCL's employees or persons positioned in or on the Board of these two organizations by whatever process.

(c) We will comply with all the applicable/ prevailing statutory provisions, laws, acts and Government orders amended/notified during the period of agreement.

(d) There is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Directors (in case of Pvt. Ltd. Company) or against the Bidder) on grounds of moral turpitude or for violation of any of the laws in force.

(e) If the above declaration is found incorrect, the present engagement would be terminated and _____ (Name of the Bidder) would be debarred from any further engagement by RECPDCL ever.

(f) We have disclosed all the information and the information so provided is true, correct, complete and nothing has been concealed thereof.

(g) No action of debarring/blacklisting of our company has been done by any of PSU or Public Authority/Institutions during the last 3 years.

Authorized Signatory:

Designation:

For and on behalf of the firm:

(Name of the firm)

Address:

Place:

Date:

(Please sign on each page)