



DAMODAR VALLEY CORPORATION
DURGAPUR THERMAL POWER STATION
P.O.: DURGAPUR-7, DT.: BURDWAN (W.B.)

TENDER DOCUMENTS

**HIRING OF ONE (1) NO. AMBULANCE(MODEL: MARUTI OMNI/ EECO/
BOLERO/ MARSHAL OR EQUIVALENT) FOR ROUND THE CLOCK DUTY (i.e.
24 HRS.) DUTY FOR POWER HOUSE OF DTPS, DVC, DURGAPUR – 713207.**

DT/CE/WT(Misc.)/Tender-1061 /Hiring Ambulance/428 Dated:03.08.2015

“THROUGH e-TENDERING PROCESS ONLY”

TENDER DOCUMENT FOR “HIRING OF ONE (1) NO. AMBULANCE (MODEL: MARUTI OMNI/ EECO/ BOLERO/ MARSHAL OR EQUIVALENT) FOR ROUND THE CLOCK DUTY (i.e. 24 HRS.) DUTY FOR POWER HOUSE OF DTPS, DVC, DURGAPUR – 713207”.

The document consists of the following:-

1.	INSTRUCTION	::	SUBMISSION OF TENDERS
2.	ANNEXURE-I	::	ELIGIBILITY CRITERIA FOR SELECTION OF BIDDERS
3.	ANNEXURE-II	::	SCOPE OF WORK AND TERMS & CONDITIONS
4.	ANNEXURE-III	::	PROFORMA OF UNDERTAKING FOR NEW VEHICLE
5.	ANNEXURE-A	::	TECHNO-COMMERCIAL DOCUMENT (EXCEL SHEET)
6.	ANNEXURE-B	::	PRICE BID DOCUMENT (EXCEL SHEET)
7.	ANNEXURE-C	::	DEVIATION STATEMENT (EXCEL SHEET)
8.	ANNEXURE-D	::	COST OF WITHDRAWAL (EXCEL SHEET)



DAMODAR VALLEY CORPORATION
DURGAPUR THERMAL POWER STATION
DURGAPUR – 713 207: DIST. BURDWAN

NOTICE INVITING TENDER

“Through e-tendering process only”

No. DT/CE/WT(Misc.)/Tender-1061 /Hiring Ambulance/428

Dated:03.08.2015

Dear Sir(s),

Damodar Valley Corporation invites electronic tenders for Single Stage Two Part tendering for the subject work as detailed below. The tenders will be processed only through e-tendering system, newly developed by our service provider, M/s Nextenders (India) Pvt. Ltd.

Sl. No.	DESCRIPTION OF WORK	TOTAL ESTIMATED COST (RS.)	TENDER DOWNLOADING PERIOD	LAST DATE AND TIME OF SUBMISSION (UPLOADING) OF OFFER/ OPENING OF TECHNO –COMMERCIAL OFFER
1.	HIRING OF ONE (1) NO. AMBULANCE (MODEL: MARUTI OMNI/ EECO/ BOLERO/ MARSHAL OR EQUIVALENT) FOR ROUND THE CLOCK DUTY (i.e. 24 HRS.) DUTY FOR POWER HOUSE OF DTPS, DVC, DURGAPUR – 713207	Rs. 4,66,506.00 (Rupees Four Lakh Sixty Six Thousand Five Hundred Six) only, for one (1) year.	From 20:00 Hrs. of 03/08/2015 to 10:30 Hrs. of 18/08/2015	18.08.2015 up to 11:00 Hrs (IST) / 18.08.2015 at 11:30 Hrs (IST)

1. E-TENDERING:

- (a) This tender is being processed through e-tendering system. For viewing detailed NIT, downloading of tender documents and participating in electronic tenders, bidders should visit the website: <http://etender.dvc.gov.in>.
- (b) **DIGITAL SIGNATURE:**
Bidders should have a valid Digital Signature Certificate (DSC) [class III with Signing & Encryption Certificate] for participating in DVC's e-tendering system (for logging in, downloading the bid documents and submitting their e-tender documents by uploading in website). A valid Digital signature certificates (DSC) shall have to be obtained by the Bidders at their own cost from any of the authorized agencies of CCA (Controller of Certifying Authorities) or through our service provider M/s Nextenders. For this, requisite fees would be payable by the Bidders to the authorized agency of CCA/ M/s Nextenders.
- (c) **REGISTRATION PROCESS:**
After obtaining Digital Signature Certificate, as indicated above, the Bidders are required to get themselves registered (if not registered earlier) with the website <http://etender.dvc.gov.in>. Annual registration fee of **Rs.. 2283/-** inclusive of service tax(Rs 2002.50 plus present service tax @14% or as applicable) are required to be paid by the prospective Bidders {not required for the bidders who have already registered (having the validity of registration) in this e- tendering portal of DVC}. The Registration of the Bidders on this portal will be on-line and one time activity which is valid for 1 (One) Year. The detailed procedure for registration is as follows:
(i) Go to the url: <http://etender.dvc.gov.in>
(ii) In the home page click on Contractor Registration
(iii) In the Contractor Registration form, the bidder is required to fill up the company details, primary email id, and digital signature information details along with desired User-id and password.
(iv) The bidder should submit the Annual Vendor Registration Fee Amounting to **Rs. 2283/-** inclusive of service tax [i.e. **Rs. 2002.50 + plus Rs. 280.50** (present service tax@14%)] in hard copy(original) in the form of DD/ Banker's Cheque in favour of **“DAMODAR VALLEY CORPORATION”, payable at Kolkata**
(v) The bidder should submit the Annual Vendor Registration Fee as stated above along with request for vendor registration mentioning NIT NO. _____ and company name _____ to the office of the **“Chief Material Manager ,DVC ,DVC TOWERS 3rd Floor ,VIP Road ,Kolkata-700054**. It should reach well in advance of the closing date & time set for tender submission, failing which the tender will not be allowed for tender downloading. Money order, Postal order , Cheque or any other form of payment , other than what is mentioned above , will not be accepted towards Annual Vendor Registration Fee.

- (vi) User will get an Email alert on primary email id registered with system about Approval / Vendor Registration . The complete set of Bid Documents can be downloaded by the bidder through etender.dvc.gov.in in using his Digital Signature only after vendor registration is successfully completed.

NB: You are requested to download the Contractor's Manual from the website <http://etender.dvc.gov.in> by clicking on "Manuals -> Contractor Manuals". The manual details the step by step process on how to complete all the tender related activities (e.g. Vendor Registration, DSC Registration, Downloading of tender documents, Online Bid submission etc.) in the new e-tender system. For further assistance, you may contact DVC Towers, HQ, Kolkata-54 (Mobile No. 09874011301 & 08337077507, e-mail id: dvc.support@nextenders.com) at office hours.

2. **For viewing detailed NIT, downloading tender documents and participating in electronic tenders, please visit the website: <http://etender.dvc.gov.in>. For viewing only detailed NIT and Qualifying Requirement, bidders may also visit the website: www.dvc.gov.in.**
3. **BID PARTICIPATION FEE (non-refundable):**
Bid Participation Fee of Rs. **254.00** including service tax @14.00% at present (Participation Fee Rs. 222.50 plus Service Tax @14.00% or @ as applicable) is to be paid by the bidder for every tender separately for participation. **Bid Participation Fee of Rs. 254.00** in the form of **Demand Draft / Bankers Cheque** drawn in favour of "**The Additional Chief Accounts Officer, DTPS, DVC**" payable at 'Durgapur' is to be enclosed in an envelope superscribing on it: "**Bid Participation Fee**" and "**Tender No.**" and sent to the office of Superintending Engineer (Technical), DTPS, DVC, Durgapur – 713207 before the due date and time of bid opening.
[The bidder must upload the scanned copy of the Demand Draft / Banker's Cheque in the e-tender website in addition to sending the original copy of Demand Draft / Banker's Cheque to the office of the Superintending Engineer (Technical), DTPS, DVC before the due date and time of openings of the bids.]
4. Bidders must positively complete online e-tendering procedure at <http://etender.dvc.gov.in>. The detailed NIT includes Scope of work and terms & conditions for hiring of vehicle (Annexure-II). Techno-Commercial Document (Annexure-A) , Price Bid document (Annexure-B) , Deviation Statement (Annexure-C) and Cost of withdrawal of deviations (Annexure-D) in Excel format have also been uploaded in the website. These documents should be downloaded from the e-tender website.
5. **For participating in the tender, bidders shall have to submit the following documents only online in the website:-**
 - (i) **Techno Commercial document i.e. Annexure-A (downloaded from website and filled as per instruction), &**
 - (ii) **Price Bid Document i.e. Annexure-B (downloaded from website and filled as per instructions).**
 - (iii) **Deviation Statement i.e. Annexure-C (downloaded from website and filled as per instructions).**
 - (iv) **Cost of Withdrawal of Deviations i.e. Annexure-D (downloaded from website and filled as per instructions).**

Note:-

- * The Bidders must fill all the details in the Techno-Commercial Document and Price Bid after going through the NIT. The specific instructions of filling in the details are mentioned in the documents itself. Bidders are requested to study the instructions carefully before filling the documents.
- * The Bidder must mention whether he has taken any Techno-Commercial Deviation or not in Annexure-C. The deviations, if any, must be mentioned clearly in Annexure-C.
- * In case of any deviations, the Bidder has to fill in the cost of withdrawal of deviations in Annexure-D (To be submitted only online along with Price bid).
- * Cost of Withdrawal, as indicated by the bidder, will be taken into account for the purpose of evaluation. In the event of placement of order, such prices declared by the bidder for withdrawal of the deviation shall be added to the bid price to compensate for these deviations. Deviations without cost of withdrawal, if found while opening the Price Bid, will be treated as unresponsive and the offer may be rejected without any intimation to the bidder.

6. **The following documents are also to be uploaded online in the website:-**
 - (i) **Trade License**
 - (ii) **Service Tax Registration Certificate (if applicable)**
 - (iii) **Valid Registration Certificate / Fitness Certificate of offered vehicle**
 - (iv) **Valid Road Tax Token for Commercial use of offered vehicle**
 - (v) **Valid Comprehensive Insurance Certificate for commercial use of offered vehicle**
 - (vi) **Valid Pollution Clearance Certificate for offered vehicle**
 - (vii) **If the address of the intending tenderer is of any DVC Project, a certificate issued from the Estate Officer of the DVC Project to the effect that he is/they are not under the unauthorized possession of DVC land/ shop/ quarters.**

Note: The bidder also has the option to provide new vehicle within 21 (twenty one) days from the date of issuance of LOI/LOA provided he/ she submits an undertaking on a non-judicial stamp paper to this effect. As such, in case the bidder offers to provide a new vehicle, the scanned copy of his undertaking on non-judicial stamp paper (as per proforma given in Annexure-III of NIT) should be uploaded in the website and the above documents under Sl. No. 6(iii) to 6(vi) are to be submitted later on when applying for issuance of formal Work Order.

7. **QUALIFYING REQUIREMENT:**

Satisfactory past performance (credentials) would be a condition for acceptance of tender. Scanned copies of the past performance/credential should be uploaded in the website. The Eligibility criteria for selection of bidders (QR) have been given in Annexure – I of the NIT. **Hard copy of the past performance/credential are to be submitted in a separate envelope superscribing on it 'QUALIFYING REQUIREMENT' to the office of the Superintending Engineer (Technical), DTPS, DVC, Durgapur – 713207.**

8. All tenderers would be bound by the terms and conditions as detailed in the NIT as well as DVC's GCC available at <http://www.dvc.gov.in/FinalWPMannual-IV.pdf> (Page 146 - 184).
9. DVC reserves the right not to accept the lowest rate quoted by tenderer and reject any or all the tenders and to split up and award the work to more than one tenderer without assigning any reason thereof if considered necessary.
10. **On the due date of tender opening, first document related to Bid Participation Fee (Hard copy as well as uploaded copy) will be checked. Only after receipt of Bid Participation Fee in proper form, the Techno-commercial Bid of the participating bidders will be opened on-line. The Price Bids of the techno-commercially acceptable bidders shall be opened later online at <http://etender.dvc.gov.in>. Bidders can view the Price Bid opening date by logging in to the website.**

11. **CHECKLIST OF DOCUMENTS TO BE SUBMITTED IN HARD COPY:**

(A) DOCUMENTS TO BE POSITIVELY SUBMITTED ON OR BEFORE THE DUE DATE & TIME OF BID SUBMISSION.	Hard copy of Bid Participation Fee in an envelope superscribing 'BID PARTICIPATION FEE'.
NOTE: Bid Participation Fee must be enclosed in an envelope superscribing on it the Job Description, NIT No. & Date and Due date of tender opening and positively submitted to the office of the SE(T), DTPS, DVC, Durgapur on or before 11.00 AM of the due date of tender opening.	
(B) DOCUMENTS TO BE SUBMITTED FOR EVALUATION PURPOSES (SOFT COPIES OF THESE DOCUMENTS ARE TO BE UPLOADED IN THE WEBSITE ALSO)	All documents in support of Qualifying Requirement as mentioned in Annexure – I of NIT.
NOTE: Hard Copies of the above documents are to be submitted for convenience of evaluation in a separate envelope superscribing on it 'QUALIFYING REQUIREMENT' along with Job Description, NIT No. & Date and Due date of tender opening.	

INSTRUCTIONS TO THE BIDDERS:-

- 1) The bidder must be the owner of the vehicle to be offered for hiring and should possess valid documents in support of his ownership. The bidder also has the option to provide new vehicle within 21 (twenty one) days from the date of issuance of LOI/LOA provided he/she submits an undertaking on a non-judicial stamp paper to this effect.
- 2) The vehicle should be registered as Public service/Commercial vehicle(s). The bidder must have to convert public vehicle into commercial vehicle immediately after award of the contract.
- 3) The vehicle offered for hiring should not be older than 5 (five) years from the date of NIT. Also the vehicle should be roadworthy and in good running condition.
- 4) The bidders shall have to comply with the statutory provisions applicable in respect of providing vehicle on hiring basis.
- 5) All taxes, duties & insurance premium applicable as per law or to be levied in future during the contractual period in respect of vehicles shall have to be borne by the contractor. The contractor is required to furnish up-to-date documents of such payment along with tender.
- 6) DVC reserves the right not to accept the lowest rate quoted by tenderer and reject any or all the tenders and to split up and award the work to more than one tenderer without assigning any reason thereof if considered necessary.
- 7) If the bidders upload the tender documents without filling them completely as per instruction, DVC reserves the right to reject their bids.
- 8) DVC shall not be responsible in any way for any delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- 9) The original documents in respect of the submitted one may be called at any stage of processing of the tender and during contract period. If any discrepancy is found between the original and self certified/uploaded ones, the tender/contract shall be liable to be rejected.
- 10) A tender does not comply with any of the conditions given in the NIT is likely to be rejected.
- 11) Addendum / corrigendum / modification / extension, if any, shall be published in the website only.
- 12) The contractor shall not be allowed to transfer or assign the contract to any other person / company / firm without obtaining written consent of awarding authority.
- 13) The bidder is also advised to visit and examine the site where the facilities are to be installed/ work is to be executed and its surroundings and will obtain on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply/installation of the facilities. The costs of visiting the site shall be at the bidder's own expense.

14) Offers should invariably be kept open for acceptance for **90 (ninety) days** from the date of opening of the tenders.

Yours faithfully,

S/d
Superintending Engineer (Tech.), DTPS
For & on behalf of DAMODAR VALLEY CORPORATION

ELIGIBILITY CRITERIA FOR SELECTION OF BIDDERS (Qualifying Requirement):

Eligibility will be based on meeting the following criteria as mentioned below:

CREDENTIALS:-

1. The bidder must be the owner of the vehicle to be offered for hiring and should possess valid documents in support of his ownership. In case the bidder offers to provide a new vehicle, he has to submit an undertaking on a non non-judicial stamp paper stating that he shall offer the new vehicle within 21 (twenty one) days from the date of issuance of LOI/ LOA.
2. The offered vehicle should be registered as Public service/Commercial vehicle. If the bidder has a public vehicle, then he has to give an undertaking on a non-judicial stamp paper that he will convert it into a commercial vehicle immediately after award of the contract.
3. The vehicle offered for hiring should not be older than 5 (five) years from the date of NIT.

SCOPE OF WORKS AND TERMS & CONDITIONS:

- 01 The Contractor shall place each vehicle along with Driver(s) of the vehicles at the disposal of **Operation Superintendent ,DTPS,DVC or his authorized representative** for deployment of different duties according to the requirements as mentioned below.
02. The vehicles shall be engaged only for the purpose of **DTPS Power House** duty and some essential incidental services during the engagement days of contract Period and shall not be used by the contractor on other days for any other purpose except with specific approval of the DVC Authority.
03. The vehicle should have cushioned seats and back rests. Interior upholstery and decoration of the vehicle should be good. Vehicle should be roadworthy and in very good running condition. All safety appliances and arrangements e.g. wiper, window railings, door locks, handles, grips, windowpanes etc. should be in perfect condition. The vehicle should be equipped with a spare wheel, set of tools and other necessary requisites. The vehicle should be mechanically perfect in terms of brake system, steering system, suspension, tyres, horn, headlight, indicator etc.
 The vehicle provided by the contractor should comply with all the legal formalities in respect of State Motor Vehicle Act and State Govt./ Central Govt. Pollution Norms and other Acts/ Regulations implemented from time to time.
 The vehicle shall be used as an ambulance and it should have requisite permit and following inbuilt provisions as mentioned below:
 - * One seat-cum-stretcher for carrying a patient comfortably.
 - * One folding seat cum ladder at the backside.
 - * One seat for doctor.
 - * 2 Nos. Clamps for Oxygen Cylinder (One on each side of the ambulance).
 - * One water container and wash basin cabinet.
 - * Flasher light and siren.
 - * Tube light inside the patient's cabin.
 - * Provision for fire extinguisher on driver partition.
 - * Provision for Medicine/First Aid Box.
 - * Hook for holding saline bottle
04. Driver(s) engaged must possess valid Public Service Driving License for Public service/commercial vehicles. Drivers should be well trained to meet the emergency situations, e.g. breakdown, accident and other eventualities.
05. **The vehicle should not be registered earlier than five years from the date of NIT.** The vehicles provided by the Contractor for the services of **DTPS, DVC** will be inspected frequently by DVC Authority.
 The vehicle/vehicles shall be kept in running condition at all time and procurement of fuel, lubricants, spares etc will be arranged by contractor at his own cost. Routine maintenance, repairs, frequent check-up, servicing, overhauling, payment of wages to drivers, cleaners and conductors etc will be contractor's liability.
06. In case of major breakdown or withdrawals of vehicle/vehicles from service by the contractor or any reason whatsoever the contractor shall immediately provide a suitable substitute duly approved by the Officer In-Charge. Withdrawal of vehicle by the contractor shall be done with prior approval of the Officer In-Charge only against the replacement by a suitable substitute. For servicing of vehicle, a free time of maximum twenty-four hours will be allowed once in every complete month during daytime. The choice of such period for servicing shall be that of the Officer In-Charge against sufficient notice by the contractor. The contractor shall have to produce necessary documentary evidence in support of servicing done, failing which the same will be treated as unauthorized and penalty as deemed fit to be imposed. For obtaining fitness certificate from statutory registering authority, the vehicle shall be released for one complete day for every three months without levying any penalty provided a suitable substitute vehicle is arranged. But mileage covered to and fro for fitness check purpose shall not be taken into account for payment. Documentary evidence of such certificate obtained shall be furnished, otherwise it will be treated as unauthorized absence.
 The odometer of the vehicle shall be perfectly in order and in case of any defect; the same shall be immediately repaired/rectified at the contractor's cost. For the period the odometer is not in order and K.M. run is not recorded in the Log Book. Payment shall not be made.
- 07 The Contractor shall bear all charges for running the vehicles, and all remuneration and facilities of Operators/Supervisory Staff etc. involved with the vehicle's services.
- 08 Employment of Drivers/Helpers/Supervisory Staff in connection with the services of vehicles is entirely the responsibilities of the Contractor, and DVC Authority is in no way related/responsible for their employment/employability or any other claim thereof.
09. The vehicles will be engaged for DTPS Power House, DVC and also other incidental trips. Emergency work of GOI/ W.B. Govt. / Jharkhand Govt. as per direction of DVC Authority.
10. The Contractor will be held responsible for safe traveling of patients. Safety, Punctuality and their comfort are the essence of the contract.
11. Reporting point of the vehicle will be at some place of DTPS Power House as per direction of **Operation Superintendent ,DTPS,DVC or his authorized representative**.

12. The vehicle will be authorized for different journeys as per direction, time & route chart issued by **Operation Superintendent ,DTPS,DVC** or his authorized representative and as such, the Driver/Conductors of vehicles will have to perform duties as per itinerary Instruction of **Operation Superintendent ,DTPS,DVC** or his authorized representative. The time & route chart must strictly be adhered to.
13. Starting point for the purpose of calculation of run of the vehicle in Kilometer for the payment of Running Charges will be from the reporting point as per direction of **Operation Superintendent ,DTPS,DVC** or his authorized representative.

14. **RATES & PAYMENT:-**

(A) **Rate/Charge:** The rates for hiring shall be as per the following schedule:

Monthly Hire Charges:

- (i) **Up to minimum run of 1200 km:** Rate in Rs./km (Without considering the cost of fuel & lubricants → Minimum run charge is guaranteed)
- (ii) **Beyond minimum run of 1200 km (i.e. up to 1500 km):** Rate in Rs./km (Without considering the cost of fuel & lubricants → Total will be paid on actual).
- (iii) **For service beyond stipulated 9 hours normal duty in a day (i.e. up to 450 hrs. in a month):** In Rs./hr. (Total will be paid on actual).
- (iv) **Monthly Running Charge:** Rate in Rs./km (Considering the cost of fuel & lubricants only → Total will be paid at actual).

However, monthly running charge (say 'x') is variable in the sense that for any increase/decrease on Petrol/HSD price, this part will be modified as:

$$x \pm \frac{P_n - P_o}{12}$$

P_n = **Current Price** of fuel in Rs./Lt.

P_o = **Base Price** of fuel as on the date of bid opening in Rs./Lt. and assuming Petrol/Diesel driven light vehicles give 12 KM/Lt. Run.

- (B) **Payment of Toll & Parking Charges:** The contractor shall pay the parking charges/Toll taxes wherever required and the same will be reimbursed against documentary evidence along with the monthly Bill.
- (C) **Payment:** 90% progressive payment on monthly basis will be made after statutory deductions against submission of bills in triplicate with the original duly pre-receipted with revenue stamp. Balance 10% will be kept as security deposit and the same will be released after satisfactory completion of the contract period. Bill of each calendar month is to be submitted to **Operation Superintendent, DTPS,DVC** or his authorized representative along with supporting papers i.e. Log book etc. for certification of the bill towards payment action.
Service Tax, if applicable, will be paid extra at actual against documentary evidence.
15. No charges will be paid to you for non-engagement days or run of vehicle not scheduled/directed by **Operation Superintendent ,DTPS,DVC** or his authorized representative.
16. No escalation/reduction in KM run rates will be admitted / recovered during the period of contract except for statutory increase / decrease on the prices of petrol/HSD by Government oil companies (Petroleum Price Regulating Authority) during the contract period. Increase / decrease on running cost (variable cost) will be calculated only to the extent of petrol/HSD rate price variation as above. Petrol/HSD price applicable will be for Durgapur only.
17. Increase /Decrease in running charges (Variable Cost) per KM run of the **vehicle** from the contractual rate = [Total increase/ decrease of rate of petrol or HSD per litre] /12, assuming consumption of petrol/diesel as one litre for every 12 (twelve) KM run of the vehicle. For payment of this variable part petrol/HSD price **as on date of bid opening to be reckoned as BASE FUEL PRICE**. Escalation /Reduction of rate of running charges will be effective from the "date of opening" of tender. No other form of escalation of rate, e.g. placement charges per day of vehicle will be entertained during the contract period.
18. The detailed route chart with timings etc. will be given to the contractor after placement of order. Route Chart Schedule of the vehicle is also subjected to change, and will be issued/informed to the contractor before the trip begins.
19. A set of log books shall be maintained by the contractor for every calendar month, to be indicated therein, the date, time details, details of journey and mileage covered at the end of each trip, duly certified by the contractor and endorsed by **Operation Superintendent ,DTPS,DVC** or his authorized representative. A pair of such log books shall be maintained for odd and even calendar months. On expiry of the contract period the contractor must deposit all the Log books maintained throughout the contract period to **DTPS, DVC** authority.
20. DVC shall have no responsibility for any damage of the vehicle by destruction or otherwise for any reason whatsoever and shall have no liabilities to pay any compensation to any person including driver of the vehicle being involved in any accident or destructive activities. The contractor shall take full responsibilities on such legal matters as per rules. The insurance of the vehicle should be the comprehensive one and shall cover the liability in respect of passengers also.
21. DVC shall not liable for payment of any charge / compensation in case where:
 - (i) Vehicle is under breakdown.

(II) Vehicle is remaining idle due to strike or any other reason beyond the control of any authorities of **DTPS, DVC**

22. If in the opinion of DVC, the performance of the contractor is not satisfactory with respect to quality of vehicle deployed or service rendered not confirming to these terms and conditions of the contract, DVC may terminate the contract with **seven (7)** days notice in writing and such termination of the contract shall be final and binding upon the contractor.
23. The contract is also liable to terminate by giving **three (3)** months notice by the **DTPS, DVC** authority without assigning any reason whatsoever.
24. The contractor shall have to deploy only **that vehicle** which is confirming to clause 3 & 5 mentioned above. In case of breakdown of the vehicle, the contractor may engage a vehicle in good condition for a short time and purely on temporary basis with prior approval of **Operation Superintendent ,DTPS,DVC** or his authorized representative. However the contractor should take initiative to re-deploy the vehicle (conforming to clause 3 & 5) within 48 hours.
25. The vehicle should have a board marked `**ON DVC, DTPS SERVICE`** in bold and prominent letters and another `**VEHICLE TYPE`** for easy in recognition of vehicles. These boards should be placed before the Wind Screen of the vehicle.
26. In case of breakdown of vehicle during any trip, it should be repaired and alternative vehicle should be arranged as early as possible to complete the trip as per scheduled journey. Failure to comply the above will be treated as failure to provide the vehicle trip, and penalty will be imposed as per Clause No. 29(A), (B) & (C) as the case may be.
27. SUB – LETTING: During the period of contract the vehicle shall be exclusively be used as per the direction of the **Operation Superintendent ,DTPS,DVC or his authorized representative**. The hired vehicle shall not be sublet during the contract period nor any unauthorized person shall be allowed to travel by the vehicle within the contract period.
28. Any dispute arising out of the contract will be settled at the court of law under jurisdiction of **Kolkata High Court**.
29. **PENALTY:**
 - A. A penalty of **Rs. 700.00 (Rupees seven hundred only)** will be imposed on the contractor for failure to provide the vehicle for the whole day.
 - B. If the contractor deploys vehicle for more than 3 consecutive days in a month, whose quality is not as per NIT (e.g. if registration is older than 5 years from the date of NIT), no hiring charges as well as no fuel charges (running charges) will be paid.
 - C. During idle hours of duty, the vehicle shall be parked with driver at a location as instructed by **Operation Superintendent ,DTPS,DVC or his authorized representative**. If vehicle/driver is found missing at any time during duty hours, penalty at pro-rata hourly rate of deduction @ Monthly Fixed Hiring Charge to be made.
Total days of month x 24
30. Maintenance of time route schedule for each and every trip is the essence of the contract. The Time Schedule will be given to the successful contractor by **Operation Superintendent ,DTPS,DVC** or his authorized representative on day to day basis. If there is any delay on the part of the contractor in providing the vehicle for any journey or the vehicle provided by the contractor is not conforming to the quality standard mentioned in clause 3 & 5 of Terms and Conditions of contract or the driver(s)/ helpers are not physically and in mentally healthy condition to drive the vehicle, the **Operation Superintendent ,DTPS,DVC** or his authorized representative may cancel any trip/ trips for not providing the vehicle for whole day, and penalty will be imposed as per above clauses – 29(A), (B) & (C) as the case may be.
31. After placement of Order mentioning specific vehicle with registration number, the vehicle is to be placed for operation within 15 (fifteen) days, failing which the order will be treated as cancelled.

..X..

GENERAL TERMS & CONDITIONS

1. **Contract Period:** One year from the date of deployment of vehicle.
2. **Extension Clause:** The contract may be extended for a period of one (1) year at the same rates, terms & conditions on satisfactory performance and at the sole discretion of DTPS, DVC.
3. **Agreement:** The contractor shall have to execute an Agreement (5 copies) as per DVC's format on a non judicial stamp paper worth Rs. 50.00 (Rupees Fifty) only.
4. The contractor will submit bill in triplicate with pre-receipted original to the **Operation Superintendent ,DTPS, DVC** for certification of the bill towards payment action.
5. **EPF:** Compliance of EPF Scheme shall be applicable as per rule.
6. **ESI:** The contractor shall have to comply with the statutory provisions under ESI Act, 1948 (if applicable) and obtain individual ESI code in respect of all the workers engaged by him for the job.
7. **Labour License:** Contractor shall have to obtain Labour License under Section 12(i) of the CLRA Act, 1970 from the concerned office of the Regional Labour Commissioner (Central) as applicable.
8. **Any other statutory provision not covered by the above shall also be applicable.**
9. **Scope of Work:** Hiring of one number Ambulance(Make: Maruti Omni / Maruti Eeco / Bolero / Marshal Ambulance or equivalent) for round the clock duty (i.e. 24 hrs.) for Power House of DTPS,DVC, Durgapur-7
 - (i) Normal duty hours on each day: **9 hours**
 - (ii) Maximum expected hour of stay beyond the normal duty hour per month: **450 hours**
 - (iii) Maximum days of engagement of vehicle per month: **31 days / 30 days**
 - (iv) Minimum KM of run required by the vehicle per month: **1200 km**
 - (v) Maximum KM of run required by the vehicle per month: **1500 km**

Note:

- (A) Maximum run of the vehicle may vary up to **2,000 KM** (under exceptional circumstances) during any month but the total run during one year of contract period shall be limited to **18,000 KM**.
- (B) **METHOD OF QUOTATION:**
 - (a) In the Price Bid, the Unit Estimated Cost for each of the under-mentioned components of the hiring charges is given:-

(i)	Monthly hiring charges in Rs./km for minimum run of vehicle i.e. run up to 1200 km (Without considering the cost of fuel and lubricants)
(ii)	Monthly hiring charges in Rs./km for run beyond minimum run of vehicle i.e. run above 1200 km up to 1500 km (Without considering the cost of fuel and lubricants)
(iii)	Monthly charges in Rs./hr. for service beyond 9 hrs. normal duty in a day (for maximum 450 hrs. per month)
(iv)	Monthly running charges in Rs./km. for maximum run of vehicle i.e. run up to 1500 km (Considering the cost of fuel & lubricants)

- (b) **Bidders shall have option to indicate their Total Quoted Value for Item Sl. No. (i), (ii) & (iii) [as specified above under Note Sl. No. B(a)] by selecting either "Percentage (%) Above" or "Percentage (%) Below" or "At Par" with DVC's 'Total Estimated Cost' for Item Sl. No. (i), (ii) & (iii) in the Price Bid Excel Sheet.**
 - ★ In case of either "Percentage (%) Above" or "Percentage (%) Below", the quoted percentage (%) will be loaded on the individual Unit Estimated Cost for each of the Item Sl. No. (i), (ii) & (iii) to determine the Bidder's Unit Quoted rates for the same.
 - ★ In case of "At Par", the Unit Rates of the bidder will be considered to be equal to the Unit Estimated Costs as mentioned against Item Sl. No. (i), (ii) & (iii).

For Item Sl. No. (iv) [as specified above under Note Sl. No. B(a)], bidders shall have the option to type in their rates in the Price Bid Excel Sheet.

(C) BID EVALUATION METHODOLOGY:-

- (a) The bids will be evaluated on monthly (i.e. 30 days) hire charges basis and for purpose of evaluation, it will be assumed that the run of the vehicle in a month would be the average of minimum and maximum KM of run as indicated under Sl. No. 9 of "**General Terms & Conditions :: Scope of Work**", but the payment against Item Sl. No. (ii), (iii) & (iv) to be made on actual and against Item No. (i), to be made on rate as offered (i.e. Rs./KM x 1200).
- (b) Thus for purpose of bid evaluation, the run of vehicle per month = (1200 km + 1500 km)/2 = 1350 km.
- (c) The evaluated rate of the bid for a month would be the addition of all the components against Sl. No. (i), (ii), (iii) & (iv).
- (d) **Bid evaluation** shall be done on **overall L-1** basis for 1350 km run.
- (e) For award of contract, maximum run of vehicle shall be considered to be 1500km per month.

(On non-judicial stamp paper worth Rs. 10/- only)

PROFORMA OF UNDERTAKING FOR NEW VEHICLE

Sub ::
.....
Ref :: NIT No.

Dear Sir,

In response to your subsequent Tender Notice No. dated, I
desire to provide a new vehicle: (Make, Model etc.)
for engaging the same on hire basis for DTPS, DVC. I have gone through all the terms & conditions of the
aforesaid tender notice.

If the LOI / LOA is placed on me for engagement of the vehicle as new vehicle on hire basis, I do hereby declare
and agree to engage the same within 21 (twenty one) days from the date of issuance of LOI / LOA along with
related documents like vehicle ownership, commercial registration, Road Tax token, Insurance Certificate,
Pollution & Fitness Certificate etc.

I also declare and agree to the clauses of the aforesaid tender and in case of failure to provide the new vehicle as
specified in the tender along with related valid documents as mentioned above within the stipulated time frame
(i.e. 21 days from the date of issuance of LOI / LOA), penalty as deemed fit by DVC shall be imposed on me.

Yours faithfully,

(Signature & Seal of bidder)