

**Govt. of India**  
**Ministry of Commerce & Industry**  
**Department of Commerce**  
**Director General of Supplies & Disposals**  
**Jeevan Tara Building**  
**5, Sansad Marg New Delhi-110001**

**Schedule To Tender Enquiry**  
**DGS&D Form-242**

**Tender Enquiry No** CT\_WT/AM-2/RC-2G010000/0214/72

Time & Date of Receipt of Tender At 02:30 On 31-01-2013

Time & Date of Opening of Tender At 03:00 PM On 31-01-2013

Offer to remain valid for acceptance upto 31-05-2013

Rate Contract Period From : 01-03-2013 To 28-02-2014 (OR One Year From the date of conclusion of RC

Estimated Drawal (In Crores) Rs. 42

Cost of Bidding/e-Bidding Rs. 5000

(Rs 2000/- for estimated drawals upto Rs 10 Crores and Rs 5000/- for estimated drawals exceeding Rs 10 Crores for all bidders including SSI Units)

**Sealed Tenders are invited for conclusion of rate contract for the following items/stores**

Sno	Unit	Description of Store	Rate/Unit
<b><u>Cabin Truck With Water Tanker Capacity Range 3.0-12.0 Kilo Litres .</u></b>			
1	NOS.	Cabin Truck With Water Tanker Capacity Range 3.0-12.0 Kilo Litres .	

Cut Off Date For Performance : 31-12-2012

Specification:-

Details as per firm's offered models in petrol/diesel version compliance to BS-III & BS-IV requirement & other general technical requirements having engine capacity range 1200 to 5000cc.

General Technical Requirements for TE:

1. Tenderers shall indicate Technical specification for the models quoted by them as per the format indicated in the "Special Terms".
- 2) Tenderers shall submit the ARAI/ VRDE Certificates for the models quoted by them indicating Technical Specification and conformity to emission norms. In case the models quoted are only variants with minor cosmetic changes and separate ARAI Certificate not required, the ARAI Certificate for base model may be submitted and this may be specifically indicated in the tender.
- 3) Tenderers shall declare the Fuel Consumption for different models quoted in the tender which will be indicated in R/C. The tenderers shall declare the dynamometer details, fuel consumption limits acceptable on the testroller and same shall be part of the R/C and shall be verified during each inspection.
- 4) GUARANTEE / WARRANTY CLAUSE:-  
Normal Guarantee / Warranty clause as per DGS&D Standard Terms & Conditions shall be applicable for all vehicles. Apart from this, specific guarantee clause with reference to Kilometer run may be confirmed and the details of all free services offered during the Warranty Period may be declared.
- 5) INCLUSION OF NEW / IMPROVED / MODIFIED MODELS:-  
The policy regarding inclusion of New Models/ Improved/ Modified models is indicated below:-
  - (a) The technical data of model is to be furnished for new modified/ into R/C the above details must be furnished.
  - (d) Vehicle Model / name changes if any and when you change, it should be informed to the Quality Assurance Officer DGS&D for Civil and CQAV, Ahmed Nagar for Defence and to produce ARAI / VRDE Certificates concerned while R/C is in operation.
  - (e) You are also requested to furnish information for quoted models as per policy guidelines for bringing new Models on Rate contract.
- 6) DEALER NET WORK:-  
The tenderer shall declare the details of Dealers in Major Cities for the guidance of purchaser. Tenderer may also note that once R/C is awarded the updated dealer details may be submitted every six months.
- 7) MARKET RATE:-  
Tenderers shall indicate Market Price for all the models quoted prevailing at the time of Tender Opening against the current Rate contract and the market rate at the time of submission of offer against the Tender enquiry. The market price indicated shall be on ex-showroom basis including the Excise Duty component, Taxes, freight charges, etc. The statement indicating the market rates shall be duly vetted by the Internal Auditor.
- 8) TERMS OF DELIVERY:-  
Tenderers shall indicate the Delivery charges if any, extra for delivery of Motor cars.
- 9) LIST OF STANDARD TOOLS:-  
Tenderers shall declare the details of standard tools which will be supplied Free of Cost along with each model quoted and same will be vetted during inspection.
- 10) The tenderers shall be registered with DGS&D for the models quoted by them for Civil Requirements to be eligible for the R/C. For Defence Requirements, tenderers shall be registered with DGQA / CQAV for the models quoted.

SPECIAL TERMS:-

1) PROFORMA FOR DECLARATION OF SPECIFICATION FOR DIFFERENT MODELS:-

The Standard Specification must be as per details given below:-

Manufacturer's Name and Address

I. VEHICALE DATA

Basic Model

Type (Brief Description)

Category of the vehicle (as per AIS 053) Variants

Type (Brief Description)

Category of Variants

II. ENGINE

Make & country of origin

Model and identification

Type

Bore X Stroke, mm

No. of Cylinders

Displacement

Compression Ratio

Maximum engine output kw @ rpm  
Maximum torque, Nm @rpm  
Air cleaner type  
III. CLUTCH  
Type  
Out Side Diameter  
IV. GEAR BOX  
Make & Model  
Type  
No. of gears  
Gear ratio (Overall)  
First  
Second  
Third  
Fourth  
Fifth  
Reverse  
Drive axle (Front/Rear/All)  
Front axle ratio  
Rear axle ratio  
V. STEERING  
Type and brief description  
Steering wheel dia, mm  
Ratio  
VI. FRAME  
Long member size, mm  
Number of cross members  
VII. SUSPENSION  
Type and brief description  
Spring  
Anti-roll bar  
Shock Absorber  
VIII. BRAKES  
Service brakes (Brief description)  
ABS fitted (Yes/NO)  
Front (disc/drum)  
Rear (disc/drum)  
Total braking area  
Parking brake  
Secondary brake  
IX. WHEELS & TYRES  
Wheel rim size  
Wheel Rim-Type  
Tyre size designation including Ply rating/Load index/Speed rating.  
Laden Tyre pressure(front & rear)Kg/Cm<sup>2</sup>  
X ELECTRICAL SYSTEM  
System voltage  
Battery rating, Ah  
Wiper motor  
Wiping system (Brief description)  
XI. FUEL TANK  
Material  
Capacity  
XII. DIMENSIONS  
Wheel base, mm  
Overall width, mm  
Overall Length, mm  
Overall Height, mm  
Front track, mm  
Rear track, mm  
Minimum ground clearance, mm  
Cargo box dimensions  
Load body platform area  
XIII. WEIGHTS  
Maximum GVW, Kg (for rigid vehicle)

Maximum GCW, Kg  
(for articulated/combination vehicle)  
Maximum, FAW, Kg  
Maximum RAW, Kg  
Kerb weight with 90% fuel  
(with spare wheel, tools, etc) Kg  
Maximum Grade ability in 1st gear

#### XIV. SEATING

Seating capacity  
Sketch showing seating layout with dimensions

#### XV. FUEL CONSUMPTION DETAILS

#### XVI. ANY OTHER DETAILS ELEVANT FOR THE MODEL

##### 2) BODY SPECIFICATION:-

1) Main structure of the body shall be welded hat type of tube diameter of 25mm & 1.6 mm thickness for side & roof. The body cross member used for base frame structure shall be of ISMC to be fastened with chasis with U bolts.

##### 2. Panels:-

Exterior Panel of the side body & roof shall be of Aluminum sheet having thickness 0f 1mm (Min) . Interior finished with G.I.sheet of 0.8 mm.

##### 3. Flooring:-

Flooring shall be made out from ISI Marked 12 mm thick BWR grade plywood covered with vinyl sheet / aluminum sheet.

##### 4. Seating Plan:-

Co- driver seat suitable for two persons (tilt able type), seating arrangement, sitting in diver cabin..

##### 5. Doors:-

Flap type door with fixed toughened glass & locking mechanism manually operated window for Driver, & Co driver Cabin.

##### 6. Glasses:-

Front wind screen, rear glass in two pieces (toughened type glass as per ARAI approved). Window with lock cum handle, top portion of fixed glass window & bottom portion in two halves in sliding pattern.

##### 7. Paint:-

Standard automobile paint to the exterior body as per CMVR rules for water tanker.

##### 3) PRICE VARIATION CLAUSE:

The price clause which will be applicable for the Rate contract shall be as under :-  
Rate Contract will be for one year instead of two year and the rates will remain firm & fixed during the currency of the Rate Contract. All the tendering firm gives uniform discount to all DDOs i.e Civil & Defence.

1. Certified that the prices indicated are NDP and no discount whatsoever over and above NDP has been allowed to the Dealer.

2. If any refunds are allowed to the dealer in future the benefits of the same pattern shall also be available to DGS&D with retrospective effect.

3. The participants should so furnish the following certificate duly attested by their Internal Auditor - Certified that the prices quoted against DGS&D Tender are the lowest after taking into account all discounts offered to the dealers. The R/C holders, however shall be allowed to offer reduction in rates under Fall Clause at any point during the currency of the Rate Contract.

4. Tenders should declare Ply Rating of Tyres for both Front and Rear wheels.

5. Tenders shall fit BIS marked Pneumatic Tyres and Tubes for both Front and Rear side as per recent Govt. of India, Min. of Commerce & Industry, and Notification.

No.F.No.10(1)/2010-LR dt. 11th February 2010.

## GENERAL TERMS & CONDITIONS

This Rate Contract and Supply Orders placed against the rate Contract are governed by the "General Terms & Conditions" as contained in the following forms:

- (i) Form no. DGS&D - 68 (Revised) "General Conditions of Contract"
- (ii) Form no. DGS&D - 69 "Conditions of Contract governing Rate Contracts"
- (iii) Form no. DGS&D - 229 "Instruction to tenderers quoting against Tender Enquiries issued by the DGS&D"
- (iv) Form no. DGS&D - 1001 "General terms & conditions governing the Rate Contract and Instructions to Direct Demanding Officers and Consignees."

The above forms are saleable documents. These can also be down loaded from DGS&D website [www.dgsnd.gov.in](http://www.dgsnd.gov.in)

### 1. TENDER DOCUMENT:

The complete tender document consists of :

- (a) DGS&D-242 i.e.(Schedule to tender enquiry) alongwith annexures
- (b) DGS&D-68A, and DGS&D-69A
- (c) List No. 1 and List No. 9

The tenderers are required to submit all the above documents completely filled & digitally signed failing which their offer is liable to be ignored.

### 2. PURCHASER:

- (a) President of India
- (b) Governer(s) of State(s)
- (c) Heads of Union Territories
- (d) Officers of Public Sector Undertakings/Bodies & Corporations

### 3.GUARANTEE/WARRANTY CLAUSE:

12 months from the date of supply irrespective of mileage and all other standard Guarntee / Warranty conditions of DGS&D. Firm to indicate the no. of free services for both civil & defence indentors.

### 4.DUTIES & TAXES:

#### (i) EXCISE DUTY

The tenderers must clearly indicate the rate/quantum of Excise duty applicable and payable by them irrespective of the fact whether the quoted prices are inclusive or exclusive of Excise Duty. They should also indicate their Excise Duty Registration. In the case of Small Scale Industrial Units, they should indicate the rates of Excise Duty in various turnover slabs.

If a tenderer states that the Excise Duty is NIL,he must intimate the basis for the same and also confrim that no Excise Duty will be charged by him under any circumstances.

If a tenderer states that the Excise Duty is not applicable at present but will be charged extra if it becomes applicable later on, their offer will be loaded by the normal rate of Excise Duty for the equitable comparision of prices.If however, the tenderer confirms that they shall not charge any Excise Duty even if it becomes payable at a later date for whatever reasons, no loading of Excise Duty in such a case will be done.

In case no information about excise duty is given,it will be taken as inclusive in terms of provisions of Para -10.3.4 & Para- 10.7.1 of DGS&D Manual.

The tenderers should furnish the details of their turn over and the Excise Duty paid by them in the last three financial yearsin the following formats:

Financial Year  
Excise Duty paid

Total Turnover

Total Excise Duty paid

on

subjects stores

-----  
Last

-----  
One year  
before

-----  
Two years  
before

(ii) SALES TAX

Tenderer should indicate whether the prices quoted are exclusive or inclusive of sales tax. They should indicate the rate(s) of CST/VAT. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.

(iii) OCTROI DUTY AND LOCAL TAXES

Normally the stores supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies against production of Exemption Certificate from authorised officers. Whenever required, the Contractors should approach the purchaser/Indenter/Consignee for the same in time along with despatch details to avoid payment of such local taxes or duties.

5. PERFORMANCE CRITERIA/CUT-OFF DATE:

(a) The tenderers who are current/past Rate Contract holders shall submit self- vetted performance statements for the last three rate contracts as on cut off date as specified in the schedule to tender in Form B-1, B-2 and B-3.

(b) Firms shall also submit complete details of the performance statement covered by Form B-1 in the Appendix-A attached below for the last three rate contracts along- with their tender.

"The details as per Para (a) and (b) should be submitted for the Supply Orders on-line placed against the Rate Contract and also the Referral/Orders placed against the Rate Contract along-with the tender and both the performance reports shall be clubbed together for determining the performance. To begin with, this will be applicable for the current Rate Contract.

In case the above details are not submitted along with the tender, the Rate Contract may be awarded 3 months after the award of parallel Rate Contracts provided the firm meets the prescribed performance criteria. However, DG(S&D) shall have full powers to relax the performance criteria on merits with or without any Performance Security."

Further, in case the details provided by the firm as per Para (a) and (b) above are found to be wrong at a later stage, a penalty of debarring the firm for three years shall be imposed.

(c) The offer of the tenderers who are current/past rate contract holders, will be considered only if they meet the following minimum level of performance as on cut off date, if otherwise eligible.

% Performance level for current Rate Contract (Year 2010 - 2012 )=85

(Self-vetted)

% Performance level for previous Rate Contract (Year 2008 - 2010)=95

(Self vetted)

% Performance level for the year before (Year 2006 - 2008 )=100

(Self vetted)

Certain queries have been received by DGS&D regarding the information to be furnished by the tenderers in the performance statements. The details of the queries received and DGS&D's comment thereon are attached below as Annexure-B.

The purchaser, however, does reserve the right to consider also those firms who have

executed supplies to a lower extent.

(d) The provisions of the above clause shall not apply for the new items. In case the performance levels have been shown as 0(zero) such items may be treated as new items.

**6. PAYING AUTHORITY:**

Chief Controller of Accounts, Department of Supply, New Delhi or its Regional Accounts Offices in Mumbai/Kolkata/Chennai, as applicable.

**7. PAYMENT TERMS:**

Pursuant to the Correction Slip No. 42 dated 31.5.2013 and Correction Slip No. 45 dated 5.7.2013 to the DGS&D Manual, the revised payment terms against DGS&D Contracts/Rate Contracts for all items will be as under :-

**(a) Green Channel Firms**

90% against provisional receipt of stores by consignee, after delivery of stores by Green Channel firms on self certification with OEM warranty/Guarantee certificate and balance 10% on acceptance of stores by consignee within 60 days of receipt of stores.

**(b) For Jute/HDPE/PP Bags Firms**

90% + 10% payment to jute/HDPE/PP bags firms with 90% against proof of inspection & dispatch and balance 10% on acceptance of stores by consignee within 60 days of receipt of stores.

**Note:**

(1) In cases of dispatches by road, the provisional receipt certificate by consignee shall also be required for initial 90% payment.

(2) In case of HDPE/PP bags, proof of inspection would be the I-Note to be issued after receipt of satisfactory test reports from laboratories and not the Dispatch Advices which are issued for permitting the delivery of stores to the consignee after pre-dispatch inspection at firm's premises and not for payment.

**(c) Others Firms**

80% against inspection of stores (wherever applicable) and provisional receipt of stores by consignee, and balance 20% on acceptance of stores by consignee within 60 days of receipt of stores.

Note: Provisional Receipt of stores by consignee are to be given on copy no. 1 of the I-Note for initial payment of 90% or 80% as the case may be, followed by acceptance of stores certificate to be given by consignees on copy no. 2 & 5 of I-Notes for balance 10% or 20% payments as the case may be.

**8. TERMS OF DELIVERY & DESPATCH INSTRUCTIONS:**

Terms of Delivery are : Free delivery to the consignee's location from the dealer's nearest showroom.

For details of Terms of Delivery & Despatch instructions refer Clause-4 of DGS&D-1001.

**9. FALL CLAUSE:**

As contained in Clause-15 of DGS&D-1001.

**10. QUALITY ASSURANCE:**

**(a) QUALITY ASSURANCE AUTHORITY:**

ADG(QA), DGS&D New Delhi/DGQA, New Delhi for Defence requirements.

**(b) QUALITY ASSURANCE OFFICER:**

Director/Quality Assurance Officer of the area concerned, DGS&D or his authorised representatives; or Quality Assurance officer of Defence (for Defence requirements, if opted by Defence Indentors).

**11. JURISDICTION/ARBITRATION CLAUSE:**

Jurisdiction is place of issue of the Rate Contract. Sole Arbitrator is appointed by DG(S&D). For details refer Clause-23 of DGS&D -1001.

"Where the Contract/Rate Contract is governed by DGS&D arbitration clause, the dispute cannot be referred by the supplier or entertained by Facilitation Council or any other adjudicating Forum."

**12. TRANSIT INSURANCE, RECEIPT OF STORES & NOTIFICATION OF DAMAGES AND LOSS, IF ANY:**



Contractor is responsible for Transit Damage. Consignee to notify Transit Damage/Loss if any within 45 days of arrival of stores at destination. For details refer Clause-17 of DGS&D-1001.

**13. REGISTRATION:**

Tenderer should be registered with DGS&D/NSIC for the subject stores as on the date of opening of bid. All tenderers are, therefore, advised in their own interest to get themselves registered with DGS&D/NSIC.

**14. DELIVERY PERIOD:**

Tenderer should quote guaranteed monthly rate of supply (item-wise) and time, if any required for commencement of supply after placement of order, failing which, the tender will be treated as incomplete. For details refer Clause-10 of DGS&D-230.

**15. NOTE FOR TENDER OPENING AND OFFER VALIDITY:**

Tenderer should note if the date of tender opening (or date upto which offer is to remain open) is declared a closed holiday by the Govt., the tender shall be opened on the next working date at the same time.

**16. DOCUMENTS TO BE SUBMITTED ALONG WITH BID:**

- (i) Demand draft of requisite amount in favour of DGS&D, New Delhi.
- (ii) Complete self-vetted Performance Reports for the current and preceding two rate contracts.
- (iii) Complete Registration Certificate with DGS&D/NSIC with all amendments. The same should be valid on tender opening date.
- (iv) Compliance to technical specifications :-  
The Compliance statement should be submitted in the following format:

Para No.	Specifications As per T.E.	Specifications Offered	Compliance (Yes/No)	In case of non-compliance, Deviation From T.E. Specn in unambiguous terms
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- (v) Complete BIS Licence with all endorsements. This should be valid on tender opening date (if applicable)
- (vi) Documents required to be submitted under Special Terms & Conditions (if applicable)

Please note that non-submission of the above said documents may render your offer liable to be ignored.

**17. Revocation/Cancellation of rate contract: As per clause 24 of DGS&D-1001.**

**18. PACKING & MARKING:**

As contained in Clause 11 of DGS&D-1001

**19. DOCUMENTS FOR FULLY IMPORTED STORES:**

The Tenderers quoting for fully imported stores are required to submit the following documents along with their tenders:-

- (a) Copies of Bills of entries and/or other document(s) duly authenticated by custom authorities indicating the assessed value taken by customs for the purpose of levy of customs duty. The abatement charges, if any, shall also be indicated.
- (b) Classification and rate of customs duty on the date of their tender.
- (c) Assessment of element of freight by weight and volume.
- (d) Import/Export Code No. issued by DGFT.

**NOTES:**

The DGS&D may require to go into costing aspect of the items tendered in order to arrive at the reasonableness of the cost. For this the tenderers may be required to submit copies of the Bills of Entry corresponding to the imported stores being quoted. Offers of such tenderers who fail to submit their document as required by the DGS&D are liable to be rejected.

**20. CONCLUSION OF PARALLEL RATE CONTRACTS:**

DGS&D reserves the right to arrive at the reasonable eligible L-1 price and to conclude Rate Contracts with the firms falling within a reasonable price band. DGS&D also reserves the right to make counter-offers to the firms within a price band not

exceeding 20% of the price received from such reasonable eligible L-1 firm(s) and parallel Rate Contracts shall be concluded with firms who accept the counter-offered price.

(b) It is incumbent upon the firms to quote for both the main items and spares/accessories(add-on)[if specified in the Tender Enquiry(DGS&D Form -242)]and the firms who quote only for the main items or only for spares/accessories(add-on), their offers are likely to be ignored.

(c) The firms whose prices are within the price band of 10% for the main items,their prices will deem to have complied with the requirement of price band of 10% for the spares/accessories(add-on) regardless of the actual variation and counter offers will be made to them for spares/accessories(add-on).

(d) Where the negotiations/counter offer with eligible L-1 are not successful,the prices considered as reasonable may be counter-offered to all the higher quoting firms including eligible L-1 regardless of price band in terms of provisions of Para 13.16.4 of DGS&D Manual.

#### 23. Extension of tender opening date:

Pursuant to P&C Circular No.9 dated 15.3.2013,as a rule, no tender opening extension will be considered, as it leads to delay in conclusion of Rate Contract. However, in exceptional cases, the same can be considered for suitable period on merits of individual case. No request for tender opening extension will be considered on the ground of pending application for grant of Green Channel Facility with DGS&D.

#### 24. Seeking of clarification/information concerning bid conditions etc.

Pursuant to P&C Circular No.13 dated 21.5.2013,any prospective bidder may seek clarification/information concerning the bid conditions, bidding process and/or rejection of his bid or non-issue of tender documents, wherever applicable.

#### 25. Receipt of counter-offers through e-mail, fax etc. in addition to tender box:

Pursuant to P&C Circular No. 14 dated 29.5.2013,the counter-offers, wherever made, in addition to the tender box, will also be received through e-mail, fax and other modes. Director of the concerned Purchase Directorate will be the designated person for receipt of such communications who will be responsible for accounting of them.

#### 26.Departmental Charges of DGS&D for Contracts including Rate contracts:

DGS&D Manual Correction Slip No.43 dated 27.05.2013 and P&C Circular No. 18 dated 10.06.2013 prescribe the revised Departmental Charges and mode which shall be applicable for all Supply Orders placed on or after 27.5.2013. All the government user departments are required to place Supply Orders against DGS&D Rate Contracts on-line on DGS&D e-procuremental portal and pay the prescribed Departmental Charges mentioned hereunder.

a)For Central Government Ministries/Departments,State Government Departments ,PSUs , Autonomous Bodies etc against DGS&D Rate Contracts:

DGS&D Departmental Charges will be levied @1% for "Purchase" and 1% for "Inspection" on the total value of Contract or Supply Order against DGS&D Rate Contract. The value of the Contract or Supply Order shall be all inclusive, including all taxes and duties. Service tax at prevailing rate as applicable shall be chargeable as extra on the Departmental Charges.

b)For Referral/Direct Orders against DGS&D Rate Contract:

i)DGS&D Departmental Charges at nominal fee will be levied @0.25% for "Purchase" on the total value of Contract or Supply Order placed on Rate Contract Holding firm or their dealers/sublet agents against DGS&D Rate Contract. The value of the contract or Supply Order shall be on all inclusive basis including all taxes and duties.Service tax at

prevailing rate as applicable shall be chargeable as extra on the Departmental Charges. ii)After receipt of referral/direct supply Order and making supplies , firm will deposit the Departmental charges as above plus Service tax thereon to the concerned Controller of Accounts(CCA) viz. Delhi/Mumbai/Kolkata/Chennai,as the case may be ,by way of Demand Draft/Bank Transfer. In case the supplies are made in installments, the Departmental charges plus Service tax can be paid by firm with CCA on pro-rata basis based on the value of supplies made. In case, no supplies are made , Departmental charges would not be payable/claimable ,as no service would deem to have been rendered by DGS&D . Firm can subsequently claim reimbursement of the paid Departmental Charges along with Service tax thereon from Pay & Account Officer of the indentor who placed the Supply Order.

iii)In case the firm err/conceal/misrepresent/default in payment of prescribed Departmental charges , the same will be viewed adversely and they shall be liable for action as deemed fit by DGS&D including de-registration, debarring or suspension of business dealings ,blaclisting,bad performance and denial of further Rate Contracts etc.,in addition to recovery of the requisite amounts.

iv)It would be the responsibility of the user department to ensure that the prescribed Department charges have been paid by the supplier before releasing their payments for the supplies.The firm would also disclose the same to DGS&D.

v)The Referral/Direct orders placed by indentor by tweaking DGS&D Rate Contract terms & condtions and /or specification and obtaining the supplies within 1% of the DGS&D Rate Contract Prices,such transaction will fall within the purview of DGS&D Rate Contract and will also attract the aforesaid departmental charges @0.25% of the value of stores ordered and supplied alongwith applicable service tax there on.

vi)In the event of placing such referral/Direct supply orders,indentor shall send e-mail to DGS&D for which a special provision would be provided on DGS&D website. while the indentors placing on-line supply order on DGS&D e-procurement shall have the protection under the terms & conditions of DGS&D Rate Contract,the same would not be available in case they choose to place paper supply order and such transaction would be at their own risk.

vii)The firm while quoting/bidding for rate contract shall specify in their tender, the total value of direct/referral orders (including all taxes and duties) received by them,supplied and the corresponding amount of the departmental charges plus service tax deposited by them with CCA duly certified by their internal auditor/chartered accountant. Like performance statements,bidding firms shall be required to give this data/statement along with their tender as on Cut-off date prescribed in Tender Enquiry for 3 years Rate Contract periods,and shall be evaluated accordingly like Performance Criteria. To begin with,this would be applicable for only current year Rate Contract for the next year Rate Contract Tender.

#### 27. Fee from bidders for utilization of DGS&D e-module:

The following fee shall be applicable on the bidding firms:

a)For e-Bidding:

(i) @Rs. 2,000/- for each bidding in a Tender enquiry for cases of estimated drawals up to Rs. 10 crores.

(ii) @Rs. 5,000/- for each bidding in a Tender enquiry for cases of estimated drawals exceeding Rs. 10 crores.

b)For e-Auction/Fall Clause application:

@Rs. 15,000/- from triggering applicant firm on each occasion.

c)The above charges shall be deposited by the firm by way of a Demand Draft in favour of "Chief Controller of Accounts, Department of Commerce (Supply Division), New Delhi" in advance without which the firm shall not be allowed for e-bidding or their application for e-Auction/Fall clause will not be considered.

d)The bids/applications received without payment of aforesaid fee by the tender opening date and time and with application for e-Auction/Fall clause will be treated unsolicited and will not be considered.

#### 28. Registration Status and eligibility for award of Rate Contracts:

Pursuant to the P&C Circular 12 dated 2.5.2013,it is prescribed that:-

(a)The firms will be eligible for award of Rate Contract and also continue on Rate Contract when they are registered at all times during the entire period of Rate Contract apart from being registered on tender opening date.Accordingly,Rate Contract

will be co-terminus with the validity of the registration certificate. It would be incumbent on the part of supplier to timely apply for renewal for registration wherever it is expiring within the validity of the Rate Contract period.

(b) The Registration Certificate would be granted for a minimum period of two years in case of Supplier/Stockist of imported stores, while for other categories including Manufacturers, it may continue to be granted for three years. In any case, QA Wing also have the authority to review their registrations during interim period.

#### 29. Enhancement of Registration Fee and Introduction of Tatkal Scheme for Registration:

Pursuant to DGS&D Manual Correction Slip No. 49 dated 17.7.2013, following non-refundable registration fee shall be charged which is required to be paid by way of Demand Draft payable in favour of 'Chief Controller of Accounts, Department of Commerce (Supply Division), New Delhi':-

a) Normal registration: Fee for the same stands enhanced to Rs. 20,000/-. The registration time will be 30 days after receipt of application along-with required documents and aforesaid registration fee.

b) Tatkal Scheme: In this Scheme the firm can apply for registration 15 days ahead of the tender opening date, for which the registration fee will be Rs. 1,00,000/-.

#### 30. Simplification of Registration procedure, Deemed Registration and grant of time for submission of Test Reports/Type Test Certificates (TTC):

a) In case a firm submit satisfactory test report/Type Test Certificate (TTC) from International Laboratory Accreditation Cooperation (ILAC) or their worldwide affiliated/recognized labs or NABL approved labs for their standardized parameters for testing of the products for the subject stores along-with their tender on or before the tender opening date, the firm will be treated as deemed registered, except for safety/difficult/complaint prone items as notified by P&C Directorate from time to time, provided they have applied for registration to QA Wing on or before tender opening date with requisite registration fee either under normal registration or Tatkal Scheme registration.

b) If the firm has applied for registration and has not been able to submit TTC but is confident about test reports/TTCs, they will be allowed time of 4 weeks after tender opening date by 1% of the drawal amount as EMD (Earnest Money Deposit), which will be forfeited if the date is not compiled with. If the date is compiled with, the amount will be refunded to them. Meanwhile, firm can put their bid which remains under consideration subject to submission of test reports/TTCs. However, Rate Contract will be given only when registration is granted.

c) The above is in terms of DGS&D Manual Correction Slip no. 48 dated 17.7.2013.

#### 31. Registration as Supplier of Imported Stores:

Pursuant to Correction Slip No. 47 dated 16.7.2013 read with provisions of Para 5.3.2(c) of DGS&D Manual, The registration as suppliers of imported stores shall be considered and granted only when their foreign original equipment manufacturer (OEM) is not selling directly in India. Similarly, even when registrations issued earlier have valid tenure left, bids can be accepted from the OEMs when they are selling in India and Rate Contract will be entered with them instead of agents regardless of the validity of registration of agents.

#### 32. Integrity Pact:

Pursuant to DGS&D Manual Correction Slip No. 44 dated 2.7.2013, it is prescribed to use, practice and observe all the best, clean, ethical, honest and legal means & behaviour maintaining complete transparency and fairness in all activities concerning registration, Green Channel, Bidding, Contracting/Rate Contracting and performance thereto for which the "integrity Pact" shall be executed between Firm and concerned officers of DGS&D as per the format attached at Annexure-C.

#### 33. Complaint Redressal Mechanism in DGS&D:

All types of complaints, except the complaints related to corruption which will continue to be dealt with by Vigilance Directorate, shall be examined by a Standing Committee constituted for the purpose. The fee for processing the complaint is Rs. 10,000/- per complaint which is required to be submitted to DGS&D by way of Demand Draft in favour of DGS&D, New Delhi or DGS&D, Kolkata/Chennai/Mumbai, as the case may be. The complaint so received will be processed in parallel stream without delaying/disrupting the R/C process. The detailed procedure/instructions in this regard are outlined in P&C Circular No. 20 dated 8.7.2013 which is available on DGS&D website.

#### 34. Earnest Money Deposit (EMD):

In the case of adhoc procurement, the firms are required to deposit Earnest Money Deposit (EMD) @2% of the estimated value of stores or as decided by DGS&D without any upper ceiling in the form of Demand Draft, Fixed deposit Receipts, Banker's Cheques, Bank Guarantee from any of the Scheduled Commercial Banks in the prescribed format. This is required to be submitted by all the firms regardless of their registration with DGS&D/NSIC/KVIC/Indenting Department in pursuance of Clause 7 of DGS&D-68 (Revised).

#### 35. Bidding Process.

DGS&D reserves the rights to conclude the Rate Contract for any or all items of the Tender Enquiry and also to annul the bidding process/scrap the tender enquiry.

## **Special Terms & Condition**

**Tender No** CT\_WT/AM-2/RC-2G010000/0214/72

**Sr No**      **Heading**  
                 **Condition**

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1                      **Performance**

Firms are required to submit self vetted Performance Statement for the last three Rate Contracts along with the tender. In case, the self vetted Performance statement for last three Rate Contracts are not submitted along with the tender, the offer shall be summarily ignored. In case the self vetted Performance Statements furnished by the firm are found to be wrong at a later stage, a penalty of debarring the firm for three years shall be imposed.

3                      **Freight Charges**

To simplify the e-tendering for inviting tender in Automobile Directorate, it was decided to have an average freight charges based on 9 Zones in the country to cover all the States/U.T. Accordingly, following 9 Zones for inviting average freight charges is finalized :

- i) Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Pondicherry.
- ii) Maharashtra, Gujarat, Goa, Dadra & Nagar Haveli, Daman & Diu.
- iii) M.P., Rajasthan.
- iv) Delhi, Haryana, Punjab, Chandigarh.
- v) J&K, Himachal Pradesh.
- vi) Orissa, Chhattisgarh, Jharkhand, West Bengal.
- vii) Uttar Pradesh, Bihar, Uttrakhand.
- viii) North Eastern States : Arunachal Pradesh, Assam, Manipur, Meghalaya, Mozoram, Nagaland, Sikkim, Tripura.
- ix) Andaman & Nicobar Island, Lakshadweep.

Indentor will have the option to select any of the Zones for an average freight charges for placing supplying order.

It was decided to have further simplification in e-tendering module and Mark up may be taken out as line item from the schedule and will be included after average freight charges to work out total cost of the store.

The supplier will be asked to quote mark up charges inclusive of all taxes/duly if any, to be charged.

2                      **Eligibility Criteria**

Firm should be registered with DGS&D/NSIC as on tender opening date and also possess valid ARAI/VRDE certificate.

## Other Important Information

Tender Enquiry No.

CT\_WT/AM-2/RC-2G010000/0214/72

### Important Notes:

The subject tender have been invited mandatorily on e-tendering mode. Therefore, tender must be submitted through e-tendering only. No other mode of submission of bids shall be accepted and such offers will be summarily ignored. New web site "www.dgsndtenders.gov.in" is functioning. Tenderers are, therefore, requested to get themselves enrolled and download the tender documents on new DGS&D tendering site i.e. www.dgsndtenders.gov.in.

### General Technical requirement For TE :

1. Tenderers shall indicate Technical specification for the models quoted by them as per the format indicated in the "Special Terms".
- 2) Tenderers shall submit the ARAI/ VRDE Certificates for the models quoted by them indicating Technical Specification and conformity to emission norms. In case the models quoted are only variants with minor cosmetic changes and separate ARAI Certificate not required, the ARAI Certificate for base model may be submitted and this may be specifically indicated in the tender.
- 3) Tenderers shall declare the Fuel Consumption for different models quoted in the tender which will be indicated in R/C. The tenderers shall declare the dynamometer details, fuel consumption limits acceptable on the testroller and same shall be part of the R/C and shall be verified during each inspection.

#### 4) GUARANTEE / WARRANTY CLAUSE:-

Normal Guarantee / Warranty clause as per DGS&D Standard Terms & Conditions shall be applicable for all vehicles. Apart from this, specific guarantee clause with reference to Kilometer run may be confirmed and the details of all free services offered during the Warranty Period may be declared.

#### 5) INCLUSION OF NEW / IMPROVED / MODIFIED MODELS:-

The policy regarding inclusion of New Models/ Improved/ Modified models is indicated below:-

(a) The technical data of model is to be furnished for new modified/ into R/C the above

details must be furnished.

(d) Vehicle Model / name changes if any and when you change, it should be informed to the Quality Assurance Officer DGS&D for Civil and CQAV, Ahmed Nagar for Defence and to produce ARAI / VRDE Certificates concerned while R/C is in operation.

(e) You are also requested to furnish information for quoted models as per policy guidelines for bringing new Models on Rate contract.

#### 6) DEALER NET WORK:-

The tenderer shall declare the details of Dealers in Major Cities for the guidance of purchaser. Tenderer may also note that once R/C is awarded the updated dealer details may be submitted every six months.

#### 7) MARKET RATE:-

Tenderers shall indicate Market Price for all the models quoted prevailing at the time of Tender Opening against the current Rate contract and the market rate at the time of submission of offer against the Tender enquiry. The market price indicated shall be on ex-showroom basis including the Excise Duty component, Taxes, freight charges, etc.

The statement indicating the market rates shall be duly vetted by the Internal Auditor.

#### 8) TERMS OF DELIVERY:-

Tenderers shall indicate the Delivery charges if any, extra for delivery of Motor cars.

#### 9) LIST OF STANDARD TOOLS:-

Tenderers shall declare the details of standard tools which will be supplied Free of Cost along with each model quoted and same will be vetted during inspection.

10) The tenderers shall be registered with DGS&D for the models quoted by them for Civil Requirements to be eligible for the R/C. For Defence Requirements, tenderers shall be registered with DGQA / CQAV for the models quoted.

### SPECIAL TERMS:-

#### 1) PROFORMA FOR DECLARATION OF SPECIFICATION FOR DIFFERENT MODELS:-

The Standard Specification must be as per details given below:-

Manufacturer's Name and Address

## I. VEHICALE DATA

Basic Model

Type (Brief Description)

Category of the vehicle (as per AIS 053) Variants

Type (Brief Description)

Category of Variants

## II. ENGINE

Make & country of origin

Model and identification

Type

Bore X Stroke, mm

No. of Cylinders

Displacement

Compression Ratio

Maximum engine output kw @ rpm

Maximum torque, Nm @rpm

Air cleaner type

## III. CLUTCH

Type

Out Side Diameter

## IV. GEAR BOX

Make & Model

Type

No. of gears

Gear ratio (Overall)

First

Second

Third

Fourth

Fifth

Reverse

Drive axle (Front/Rear/All)

Front axle ratio

Rear axle ratio

## V. STEERING

Type and brief description

Steering wheel dia, mm

Ratio

## VI. FRAME

Long member size, mm

Number of cross members

## VII. SUSPENSION

Type and brief description

Spring

Anti-roll bar

Shock Absorber

## VIII. BRAKES

Service brakes (Brief description)

ABS fitted (Yes/NO)

Front (disc/drum)

Rear (disc/drum)

Total braking area

Parking brake

Secondary brake

## IX. WHEELS & TYRES

Wheel rim size

Wheel Rim-Type

Tyre size designation including Ply rating/Load index/Speed rating.

Laden Tyre pressure(front & rear)Kg/Cm<sup>2</sup>

## X ELECTRICAL SYSTEM

System voltage

Battery rating, Ah

Wiper motor

Wiping system (Brief description)

## XI. FUEL TANK

Material

Capacity



## XII. DIMENSIONS

Wheel base, mm  
Overall width, mm  
Overall Length, mm  
Overall Height, mm  
Front track, mm  
Rear track, mm  
Minimum ground clearance, mm  
Cargo box dimensions  
Load body platform area

## XIII. WEIGHTS

Maximum GVW, Kg (for rigid vehicle)  
Maximum GCW, Kg  
(for articulated/combo vehicle)  
Maximum, FAW, Kg  
Maximum RAW, Kg  
Kerb weight with 90% fuel  
(with spare wheel, tools, etc) Kg  
Maximum Grade ability in 1st gear

## XIV. SEATING

Seating capacity  
Sketch showing seating layout with dimensions

## XV. FUEL CONSUMPTION DETAILS

## XVI. ANY OTHER DETAILS ELEVANT FOR THE MODEL

### 2) BODY SPECIFICATION:-

1) Main structure of the body shall be welded hat type of tube diameter of 25mm & 1.6 mm thickness for side & roof. The body cross member used for base frame structure shall be of ISMC to be fastened with chassis with U bolts.

### 2. Panels:-

Exterior Panel of the side body & roof shall be of Aluminum sheet having thickness 0f 1mm (Min) . Interior finished with G.I.sheet of 0.8 mm.

### 3. Flooring:-

Flooring shall be made out from ISI Marked 12 mm thick BWR grade plywood covered with vinyl sheet / aluminum sheet.

### 4. Seating Plan:-

Co- driver seat suitable for two persons (tilt able type), seating arrangement, sitting in driver cabin..

### 5. Doors:-

Flap type door with fixed toughened glass & locking mechanism manually operated window for Driver, & Co driver Cabin.

### 6. Glasses:-

Front wind screen, rear glass in two pieces (toughened type glass as per ARAI approved). Window with lock cum handle, top portion of fixed glass window & bottom portion in two halves in sliding pattern.

### 7. Paint:-

Standard automobile paint to the exterior body as per CMVR rules for water tanker.

### 3) PRICE VARIATION CLAUSE:

The price clause which will be applicable for the Rate contract shall be as under :-

Rate Contract will be for one year instead of two year and the rates will remain firm & fixed during the currency of the Rate Contract. All the tendering firm gives uniform discount to all DDOs i.e Civil & Defence.

1. Certified that the prices indicated are NDP and no discount whatsoever over and above NDP has been allowed to the Dealer.

2. If any refunds are allowed to the dealer in future the benefits of the same pattern shall also be available to DGS&D with retrospective effect.

3. The participants should so furnish the following certificate duly attested by their Internal Auditor - Certified that the prices quoted against DGS&D Tender are the lowest after taking into account all discounts offered to the dealers. The R/C holders, however shall be allowed to offer reduction in rates under Fall Clause at any point during the currency of the Rate Contract.

4. Tenders should declare Ply Rating of Tyres for both Front and Rear wheels.

5. Tenders shall fit BIS marked Pneumatic Tyres and Tubes for both Front and Rear side as per recent Govt. of India, Min. of Commerce & Industry, and Notification.

No.F.No.10(1)/2010-LR dt. 11th February 2010.

## CHECK POINTS FOR TENDERERS

Tenderers are requested in their own interest to check the following before they submit their bids:-

1	Have the tender document listed in Clause 1 of General Terms & Conditions(GTC) been filled?	Yes	No
2	Whether rate(s) of Excise duty indicated(Refer Clause 4(1) of GTC)?	Yes	No
3	Whether rate(s) of Sales tax indicated(Refer Clause 4(1) of GTC)?	Yes	No
4	Have you enclosed the Performance Statements duly vetted(Refer Clause 5 & 16 of GTC)?	Yes	No
5	Have you indicated the Terms of Delivery(Refer Caluse 8 of GTC)?	Yes	No
6	Has the delivery period been indicated(Refer Clause 14 of GTC) ?	Yes	No
7	Have you indicated the validity of your offer( Refer Clause 15 of GTC) ?	Yes	No
8	Please refer Clause 16 of GTC. Have you enclosed the following documents? i > Photocopy of valid Registration Certificate with DGS&D/NSIC or DGQA (for Defence items only)	Yes	No
9	Have you enclosed the photocopies of other documents like BIS Licence, Drug Licence, Explosives Licence, etc. specified in the tender enquiry?	Yes	No
10	Have you enclosed documentation to prove that you are meeting the eligibility criteria?	Yes	No
11	Confirm acceptance of all Terms & Condition of Tender Enquiry including DGS&D-1001( Deviation if any should be indiated)?	Yes	No
12	Whether you have accepted arbitration clause as per clause of DGS&D-68(Revised)?	Yes	No

### Appendix-A

### Annexure-B

### Annexure-C

**PLEASE NOTE THAT NON-SUBMISSION OF THE ABOVE INFORMATION/DOCUMENTS MAKES THE OFFER LIABLE TO BE IGNORED WITHOUT ANY FURTHER REFERENCE TO THE BIDDER.**



## Amendment to Following Tender Enquiry

Tender No	Amdt No.	Old Opening Date & Time	New Opening Date & Time	Offer Expires On	Nature of Amendment
CT_WT/AM-2/RC-2G010000/0214/72	1	31/01/13 03:00 PM	31/01/13 03:00 PM	31/05/13	Green Channel facility fo
CT_WT/AM-2/RC-2G010000/0214/72	2	19/02/13 03:00 PM	19/02/13 03:00 PM	19/06/13	Green Channel facility fo