

21016/1/2015-Ad (G)

र का पता: "मिनीस्टील"

Telegraphic Address : "MINISTEEL"



सूचना का
अधिकार

सं० _____
No. _____

भारत सरकार
GOVERNMENT OF INDIA
इस्पात मंत्रालय
MINISTRY OF STEEL
उद्योग भवन
UDYOG BHAWAN

नई दिल्ली-110107

New Delhi-110107

Dated 31st August, 2015

To,

M/s New Delhi Car Clinic,
B-15, Palika Bhawan, R K Puram,
Sector-13, New Delhi-110066

Subject: Award of Annual Rate Contract (ARC) for repair/maintenance of Staff Car/Motor Cycle of Ministry of Steel - regarding.

Sir/Madam,

I am directed to refer to your Online Bid No. 115439 dated 09.06.2015 regarding Annual Rate Contract (ARC) for repair/maintenance of Staff Car/Motor Cycle of Ministry of Steel and to say that the Competent Authority has accepted the rates Annexure-II subject to the terms and conditions mentioned in Annexure-I.

2. The period of Annual Rate Contract (ARC) will be *valid for one year (from 01.09.2015 to 31.08.2016)*. This period may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period.

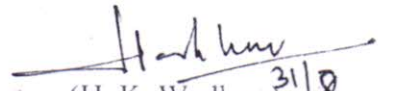
3. The Annual Rate Contract (ARC) will be made effective only after receiving of your acceptance of terms and conditions of Annual Rate Contract (ARC) and deposit of Performance Security of ₹30,000/- (*Thirty thousand only*) by way of Fixed Deposit (FD).

4. You are, therefore, requested to furnish/deposit signed copy of the INTEGRITY PACT (Annexure-III) and PERFORMANCE SECURITY immediately to this Ministry so that the Annual Rate Contract (ARC) could be finalized.

5. This issues with the concurrence of Internal-Finance Division (IFD) vide their Dairy No. 76/IFD/2015 dated 26.08.2015.

Yours faithfully,

Encl: As above


(H. K. Wadhwa) 31/8

Under Secretary to the Govt. of India

अकस्मिक
23061243
इस्पात मंत्रालय
उद्योग भवन, नई दिल्ली

Copy to:

1. NIC, Ministry of Steel (with request to upload it on the website of the Ministry of Steel)
2. Internal Finance Division (IFD), Ministry of Steel
3. Pay and Accounts Office, Ministry of Steel

जारी किया गया है

दिनांक - 4/9/2015.

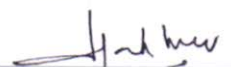
o/c

Annexure-I

Terms and Conditions of Annual Rate Contract (ARC) maintenance/repair of staff car/motor cycle

1. The award of contract will be valid for a period of one year from the date of finalization. The period may be further extended as per the requirement of the Ministry or for a period of six month or may be curtailed/terminated before the expiry of one year period owing to deficiency in service after giving one week notice to the selected firms.
2. The schedule of the labour charges and the cost of the spare parts will remain unchanged (Annexure-2) throughout the contract periods. All the spare parts replaced/supplied must be genuine/original make. The workshop shall stand guarantee for the parts replaced as per the standards of the company. If any item is not in the list of spare par
3. The repair/maintenance work is to be carried out in the service station of the firm. The workshop will provide sufficient parking space/work area within their premises without any infringement of public space so that the driver of the vehicle is not booked for unauthorized parking when the vehicle is taken to the workshop for repairs etc. If required, workshop will have to work even on holidays or odd hours. No night charges will be payable for working on odd hours or on Government holidays.
4. No work/repair will be carried out without work order or under directions from SO(Adm Gen), in case of emergency. The contractor shall ensure that no fuel is taken out of the vehicle under repair/maintenance job. In case of the breakdown of vehicles, the firm will be required to tow the vehicles to workshop.
5. The firm shall comply with all statutory enactments/provisions in relation to services offered by them.
6. The bidder undertakes that he has not provided/providing the similar services at a price lower than offered in the present bid in any Ministry/Department of the Government of India and if it is found at any stage that the similar services were supplied by the bidder to any other Ministry/Department at lower price, then that very price, with due allowance for elapsed time, will be applicable to present case and difference in cost would be refunded by the service provider.
7. The Ministry can terminate the contract at any time without assigning any reason, if the work of the firm is found unsatisfactory. In this respect, decision of the Ministry will be final and binding on the firm. The ministry reserves the right to reject any quotation in whole or any part without assigning any reason.
8. The payment will be made after completion of work satisfactory. Vehicle will be tested on road for some days, before making the payment.
9. No advance payment will be made by the Ministry of Steel. The payment will be done after satisfaction of work carried out.
10. **Payment will be made through ECS only to the account of the firm on submission of pre receipted typed bill in triplicate. No cash/cheque payment will be made by Ministry of Steel.**
11. In the event of the contractor backing out of the contract midstream without any explicit consent of the Ministry of Steel he will be liable to the recovery of the higher rates vis-a-vis those contracted rates, which may have to be incurred by this Ministry in the maintenance of its equipments. The pending bill would also be forfeited.

एच० के० लक्ष्मी
अवर सचिव



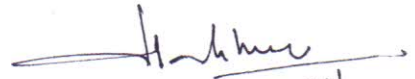
12 In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Steel. The provisions of Arbitration and conciliation Act, 1996 (No 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi. The expense of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

13 Pending the submission of and/or a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

14 Jurisdiction for legal disputes, if any, arising during the currency of the contract will be Delhi courts only.

15 The firm will have to deposit a Performance Security Deposit of Rs. 30,000/- (Rs. Thirty thousand only) in the shape of F.D.R./ Bank Guarantee in the name of the Pay and Accounts Officer, Ministry of Steel, New Delhi within 10 days of award of contract. The Performance Security Deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the awardee. The security deposit will be refunded to the contractor after completion of the contract period and no interest will be paid on the security deposit.

16 If the firm, at any point of time during official duty, fails to perform duties, as directed by Ministry, the Security Deposit will be forfeited and contract will be cancelled forthwith without any notice by the Ministry.



(H.K. Wadhwa) 31/8

Under Secretary to the Govt. of India
23061243

एच.के. वाधवा
अवर सचिव
इस्पात मंत्रालय
कार्यालय भवन, नई दिल्ली