

Government of India
Department of Electronics & Information Technology
General I Section

Tender Inquiry No.J-15017/4/2015-Genl.I for hiring of Cars

On behalf of the President of India, sealed tenders are invited for supplying of cars on monthly and day-today rental basis. Tender forms containing detailed terms, conditions and other instructions are available in the tender document which may be down-loaded either from Central Public Procurement Portal at 'www.eprocure.gov.in' or this Department's website and 'deity.gov.in', respectively.

The last date for receipt of tender is 19.05.2015 by 3.00 p.m.

Sd/-
Jt. Director (Genl. Admn.)

F.No.J-15017/4/2015-Genl.I
Government of India
Department of Electronics & Information Technology
6, CGO Complex, Lodhi Road,
New Delhi-110003

Dated: 15.04.2015
Due Date: 19.05.2015- 3.00 PM

Notice Inviting Tender for supply of hired vehicles/taxies on Rental Basis.

On behalf of President of India, Sealed Tender are invited from the experienced agencies for supply of different vehicles detailed at annexure-I and II on hire basis on Monthly Contract or daily on Kilometre rate basis, for the use of this Department. The interested bidders with experience of at least three years and presently engaged in similar nature of work and are willing to comply with the conditions annexed to this notice may submit their proposal specifically mentioning the rate to be charged on the monthly as well as daily basis for the services stated above in a sealed cover on or **before 19.05.2015 by 3.00 P.M.** {to be dropped in the tender box kept in the office of Joint Director (Genl. Admn.), Room No.2040 2nd floor, Department of Electronics & Information Technology(DEITY), 6, CGO Complex, Lodhi Road, New Delhi-110003}.

The envelope should be marked as “**Quotation for supply of vehicles on Rental Basis- Tender Enquiry No.: J-15017/4/2015-Genl-I, Due Date : 19.05.2015- 3.00 PM**” on the top of sealed cover. The same shall be opened on the same day at 3.30 P.M. in presence of interested bidders.

1. GENERAL INSTRUCTIONS

- (i) The period of contract will be initially for a period of one year from the date of award of the contract. However the contract can be extended further for another two years on same rates, terms and conditions on completion of satisfactory services at the discretion of the Department with the mutual consent of both the parties.
- (ii) The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its services under any circumstances without written permission of the Department.

2. CATEGORY AND NUMBER OF VEHICLES REQUIRED

At present 11 (eleven) Air-Conditioned/ Non Air-Conditioned Petrol/ Diesel vehicles of different makes/models are required to be deployed on monthly rental basis. However, this number may be increased or decreased at any time during the currency of the Contract depending upon the actual requirement of the Department. Similarly, the selected Contractor will be

required to provide taxi on day-to-day rental basis as per agreed terms as and when required.

3. TERMS AND CONDITIONS GOVERNING THE CONTRACT

- (i) Rates quoted by the bidders would remain valid and fixed for a period of one year from the date of award of contract. No request for escalation on any ground including the increase in the price of petrol/ diesel, Minimum Wages/Salary for Driver, vehicle price, insurance, maintenance, road tax, etc. shall be entertained.
- (ii) The vehicles to be deployed should not be more than two years old and should not have run more than 30,000 K.M. It shall have clean seat covers/upholstery, good look and should be in perfect running condition fulfilling the latest emission norms prescribed by Transport Authority of National Capital of Delhi. It may be noted that the monthly lump sum amount to be paid to the bidder includes all costs involved such as cost of petrol/ diesel/ driver salary/ maintenance charges/ incidental charges, etc. round the clock services, the Saturdays, Sundays and holidays of the month i.e. taking into consideration of the whole month.
- (iii) The driver deployed on the vehicle should be resident of a location nearer the Electronics Niketan.
- (iv) No Taxi plying on the CNG/ LPG fuel will be acceptable.
- (v) The vehicle should be registered with the Transport Authority along with all valid documents such as valid insurance, road tax payment, R.C. etc.
- (vi) The bidder would be solely responsible to ensure that vehicle deployed fulfill all essential and legal conditions stipulated by Transport Authority and other agencies for such deployment and this Department or its official does not undertake any responsibility for any breach of such legal conditions.
- (vii) The drivers should possess valid commercial driving license issued by appropriate authority and should be well mannered/disciplined and adequately educated.

- (viii) The Contractor shall have to ensure that vehicles deployed are comprehensively insured and claims, if any shall be directly entertained by the Contractor from the Insurance Company. Department shall not be responsible for any damage to the vehicle in case of an accident or otherwise, theft of vehicle/parts and accessories therein. Similarly, Department shall not be responsible for any third party claims. The Department will also not be responsible for any challan and violation of the Traffic Rules by the driver concerned.
- (ix) VAT, Service Tax, Toll Tax and Parking Charges shall be payable over and above the quoted charges but the Contractor shall have to produce proof of payment of such taxes and charges.
- (x) The contractor shall claim the applicable taxes on the bill of each taxi on monthly basis which would be paid by the Department for a quarter. After completion of a quarter, the contractor will be required to submit the receipt of tax deposited with appropriate authorities to the Department. The Department would not allow the tax claimed by the contractor after a quarter until and unless the tax receipts are submitted along with the bills and the tax already given by the Department for the earlier period would be recovered from the bills so raised.
- (xi) Payment of monthly bill shall be made within sixty days of the presentation of the bill after submission of monthly log book in original along with pre-receipted bill in duplicate.
- (xii) The calculation of mileage shall be from the reporting point to the relieving point and will not be calculated on garage to garage basis.
- (xiii) The Contractor shall ensure that the odometer of car supplied is properly sealed so that no tempering is done with a view to inflate distance traveled.
- (xiv) The authorized/dealing officer of the Department may get the odometer of the supplied car checked from any workshop and cost thereof will be borne by the Contractor.
- (xv) In case of any breakdown/non attending duty by the driver within the time, the Contractor shall make arrangement for providing alternative taxi/vehicle. In such a case, mileage from garage to the point of breakdown would not be paid.
- (xvi) The driver should be well conversant with all traffic signals, roads and routes of Delhi and NCR.
- (xvii) The driver should always remain with the vehicle during the entire period of duty. In case of any urgency, the driver may seek permission of the concerned officer.

- (xviii) The Contractor shall provide the names and address of the drivers and police verification reports along with copy of driving license.
- (xix) Log Book (separate for each month) in the format prescribed by the Department should be maintained by the Contractor. It would be the responsibility of the Driver to get each entry signed from the reporting officer or any other officer authorized by him. This Log Book, in original, must be deposited with the Department while submitting the monthly bill or as and when directed by the Department.
- (xx) The log book, over-time allowance, etc. will be as per Staff Car Rules which should invariably be complied by the selected service provider.
- (xxi) Once a particular driver has been attached with a particular vehicle normally Contractor should not change the driver in a casual manner unless and until directed to do so by the Department.
- (xxii) If the vehicle is out of order or if condition of vehicle is found to be unsatisfactory, Contractor shall provide a substitute vehicle immediately. In case, vehicle does not report on time or does not report at all, the Department would have a right to hire a vehicle from the market and cost incurred by the Department will be deducted from the bills or any other payment payable to the contractor.
- (xxiii) The Contractor should always keep necessary tools kit and valid "pollution under control certificate" with the vehicles of all times.
- (xxiv) The Contractor should have an adequate number of telephones (landline and mobile) for contact round the clock. The driver shall observe all etiquette and protocol while performing the duty and shall wear neat uniform and must carry mobile phone in working condition, for which, no separate payment shall be made by this office.
- (xxv) Every Driver shall have to report for duty compulsorily in similar uniform which should be provided by the service provider borne at their cost.
- (xxvi) Every Driver will show dead mileage separately in the log book after dropping the officer at his residence while taking the taxi to the garage. No claim for dead mileage will be admitted by the Department.
- (xxvii) The rates are to be quoted separately for hiring on monthly basis and hiring on daily basis (Hrs. & KMs). Further rates have been called for various makes/ models separately for ACs and Non-AC vehicles. It shall be the sole prerogative of the Department to choose any make/ model or a combination of makes/ models for actual hiring. Contractor has to provide the desired make/model on quoted price failing which the contract may be terminated for lack of services and Performance Security may be forfeited.

4. INSTRUCTIONS TO TENDERER/ BIDDERS

- (i) Earnest Money of Rs. 25,000/- (Rupees Twenty Five Thousand Only) must be deposited by bidders through a Pay Order/ Demand Draft in favour of 'Pay & Accounts Officer, Department of Electronics & Information Technology' payable at New Delhi along with the Technical Bid.
- (ii) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made therein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited by the Government.
- (iii) The tenders without Earnest Money Deposit will be summarily rejected.
- (iv) Earnest Money Deposit of unsuccessful bidders shall be returned within 30 days of issue of Notification of Award. Earnest Money Deposit of Successful Bidder will be returned on submission of Performance Security as per clause 10 of this Tender Document. In case, the successful bidder fails to submit Performance Security as per clause 10 within 7 days of receipt of Notification of Award, Earnest Money Deposit furnished by him is liable to be forfeited.
- (v) The Bidder must fulfill the following technical/ commercial terms:-
 - (a) The Registered Office of the Bidder should be located in Delhi/New Delhi (attach documentary evidence with technical bid).
 - (b) The Bidder should be registered with the appropriate Registering Authority (attach copy of the registration certificates with technical bid)
 - (c) The Bidder should have at least three years experience in providing vehicles on rental basis. At present, the bidder should have deployed not less than ten AC/ non AC vehicles on monthly basis to Govt. Departments, PSUs and other reputed organization (attach proof of documents with technical bid).
 - (d) The Bidder should be registered with income tax and service tax department (attach documentary evidence with technical bid).
 - (e) The Bidder should have at least ten vehicles of required makes/ models in the name of the firm or proprietor or partner (copy of RCs need to be attached with technical bid). In case the bidder is registered under Partnership, an attested copy of the "Partnership Deed" may be attached with the Technical Bid.

- (f) The turnover of the bidder should have been more than Rs. 50 lakhs per annum during the last two financial years. Copy of profit and loss account and balance sheet of the last two financial years duly certified by Chartered Accountant need to be attached with Technical Bid.
- (g) The bidder should not have been black-listed by any Ministry/ Department/ PSU and a certificate to this effect on the letterhead needs to be enclosed with Technical Bid.

5. PREPARATION OF BIDS

- (i) The Bid shall consist of two parts – Technical Bid and Price Bid. Both the bids are to be placed in two separate sealed envelopes superscribing “Technical Bid” and “Price Bid”, respectively which in turn are to be placed in another bigger sealed cover. The bids of all the parties whose Price bid is not in a separate sealed cover or the rates quoted by them find mention in their technical bid shall be rejected forthwith. The Price bid of only those parties shall be opened whose technical bids are found to be eligible while the disqualified bidders’ Price bid shall not be opened.
- (ii) First Cover indicating “COVER FOR TECHNICAL BID” should contain all documents essential to establish that bidder is eligible to quote for this tender as per detailed furnished at clause 4(v) above. In addition to it, the bidder should submit the following documents with Technical Bid:
 - (a) Bid Form as per annexure-III giving all details called for. Incomplete Bid Form are liable to be rejected.
 - (b) Format of Financial Quotation (Annexure-I & II) indicating “YES or NO” in column (VI) whether prices have been quoted against each package. **Prices must not be indicated in this cover. Bids received indicating price in Technical Bid shall be summarily rejected.**
 - (c) Copy of this tender document duly signed and stamped on each page as a token of acceptance of all terms and conditions.
 - (d) Bid Security (EMD) of Rs. 25,000/- in the form of Pay Order/ Bank Draft issued by any commercial bank in favour of ‘Pay & Accounts Officer, DEITY’ payable at New Delhi.
 - (e) Other document, if any, indicating technical details along with commercial terms and conditions.
- (iii) Second Cover indicating “COVER FOR PRICE BID” should consist Financial Quotation (as per annexure-I & II) indicating the quoted price against each package. Bidder are required to quote rates for both

the packages. While quoting, the bidder has to quote rates for monthly basis (Annexure-I) as well as daily rental basis (Annexure-II). However, the bidder has to quote single rate for all the makes/ models of that package for which bids have been called for failing which bid may be treated as unresponsive.

- (iv) Both the covers of Technical as well as Price Bids must be kept in separate bigger single envelope. This envelope should be marked as **“Quotation for supply of taxis/vehicles on Rental Basis- Tender Enquiry Number:J-15017/4/2015-Gen-I Due Date: 19.05.2015 - 3.00 PM”** on the top of sealed cover.

6. PERIOD OF VALIDITY

Bids should be valid for 120 days from the last date of submission.

7. EVALUATION OF BIDS

- (i) A committee constituted by Competent Authority of DEITY for this purpose will first examine the technical bids to determine its eligibility with reference to tender document. The committee shall determine the conformity of each bid to the bidding documents. Department may seek any clarification, if so required. The technical bids not conforming to the tendered conditions shall be declared unresponsive. Price bids of only those bidders whose technical bid is found to be qualified shall be opened by the duly constituted committee in the presence of technically qualified bidders for which separate intimation shall be given to them.
- (ii) For price comparison purpose, fixed monthly charges toward 1500 kilometer and additional mileage charges for an average 500-kilometer per month and 100 extra hours per months beyond 10 hours per day shall be considered for monthly hire and for day to day basis hiring fixed daily charges toward 80 kilometer per day and additional mileage charges for an average 30 kilometer per day and 3 extra hours per day beyond 10 hours daily duty shall be considered. However, additional mileage charges and extra hours charges shall be paid for actual mileage and hours only. Evaluation will be made package wise. Bids must be submitted in the prescribed format placed at annexure- I and annexure-II failing which, the bid may be treated as unresponsive.
- (iii) Competent authority in Department reserves the right to reject all or any of the bid.
- (iv) Incomplete bids are liable to be rejected

8. CRITERIA FOR THE AWARD OF CONTRACT

DEITY will award the contract to the successful bidder whose bid has been found to be the lowest bid and in full conformity with the tender documents.

9. NOTIFICATION OF AWARD(NOA)

- (i) Prior to the expiry of the period of bid validity, DEITY will notify the successful bidder in writing.
- (ii) The dispatch of Notification of Award will constitute the contract.

10. PERFORMANCE SECURITY

- (i) Successful Bidder shall furnish Performance Security of Rs.1,00,000/- within 7 (SEVEN) working days of the receipt of Notification of Award (NOA) from DEITY. Performance Security may be submitted in the form of Bank Guarantee or Fixed Deposit Receipt (FDR) drawn in favour of "Pay & Accounts Officer, DEITY", payable at New Delhi or a Bank Guarantee issued by Scheduled Bank.
- (ii) Performance Security shall be valid for 60 days beyond the date of completion of the contract.
- (iii) Failure of the successful bidder to comply with the requirement of 10 (i) above shall constitute sufficient grounds for the annulment of the award and forfeiture of Earnest Money Deposit.
- (iv) On successful completion of the Contract, Performance Security shall be released within 60 days.
- (v) No interest will be payable by the Department to the Contractor on the Earnest Money Deposit and Performance Security.
- (vi) The Performance Security can be forfeited by order of the Department in the event of any serious breach or negligence or non-observance of any condition of contract or for unsatisfactory quality of services or for non-acceptance of the supply order.

11. SIGNING OF CONTRACT

The successful bidder shall be required to sign a formal detailed contract with the Department within a period of 7 working days of Notification of Award. Failure to do so on the part of the Contractor,

Notification of Award is liable to be cancelled and Performance Security forfeited.

12. MOBILIZATION PERIOD

After Award of the Contract, Department will place order for number of vehicles of each make/ model as quoted by bidder for deployment. At initial stage, Contractor shall be allowed to deploy the required vehicles within 10 days of placement of order. However, once the Contractor take over the assignment, for subsequent requirements, the Contractor will be required to deploy the required vehicle immediately within three working days. For day to day basis requirement, the Contractor shall be required to deploy the required vehicle immediately on call. The number of vehicles may vary every month depending upon the actual need of the Department. In case any vehicle is not required any more, the Department may notify its discontinuation and payment for that month shall be made on pro-rata basis. Similarly payment for the vehicle deployed in the middle of a month will also be made on pro-rata basis.

13. PENALTY AND TERMINATION OF CONTRACT

- (i) It would be the first and foremost responsibility of the Contractor to ensure that deployed vehicles are in good working condition and contract is executed as per agreed terms and conditions. In case at any stage, it is observed during surprise check or in case of any complaint received from any officer about the condition of the deployed vehicle, Department may impose a penalty up to of Rs.500/- on each occasion. In case of breakdown, the vehicle has to be replaced by a substitute vehicle immediately within a span of half to one hour. In case of non-availability of suitable vehicle within prescribed time period, a penalty up to Rs.300/- per occasion may be imposed. If the number of breakdowns exceeds three times in a month for a particular vehicle, a penalty of up to Rs.500/- per breakdown shall be imposed. In case of non-availability of vehicle or if the vehicle is absent, penalty of up to Rs.500/- per day may be imposed in addition to deduction at pro-rata basis for that day. In case of non availability of vehicle during extra hours, a penalty of up to Rs.300/- per occasion may be imposed. The vehicle should report at proper time as required by the concerned officer. If there is delay of more than half an hour, a penalty of up to Rs.300/- will be imposed per occasion. In case of any other breach of contract or deficiency in service, a penalty of up to Rs. 300/- may be imposed on each occasion.
- (ii) In case of quality of service provided by the Contractor found wanting/inadequate, the Competent Authority may terminate the contract agreement after giving fifteen (15) days notice. In that case the Competent Authority may forfeit the Performance Security deposit as stated above.

- (iii) The contract shall be valid for one year from the date of award. However, Department may terminate the contract any time after giving fifteen (15) days notice without assigning any reason thereof to the Contractor.
- (iv) In case of material breach of any of terms and conditions mentioned in the Tender Document, the Competent Authority will have the right to terminate the Contract, cancel the work order without assigning any reason and nothing will be payable by this Department in that event and the Performance Security deposit may also be forfeited.

14. FORCE MAJEURE

- (i) For purpose of this Clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of the ‘Department’ either in its sovereign or contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes.
- (ii) If the Force Majeure situation arises, the Contractor shall promptly notify the ‘Department’ in writing of such condition and the cause thereof. Unless otherwise directed by the ‘Department’ in writing, the Contractor shall continue to perform its obligation under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iii) Notwithstanding the provision of the Tender Document, the Contractor shall not be liable for forfeiture of its performance Security, penalty or termination for breach, if and to the extent that, its delay in performance or other failure to perform its obligation under the Contract is the result of an event of Force Majeure.

15. INSOLVENCY

In the event of the Contractor being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in specified the Department shall have the power to terminate the contract without previous notice.

16. ARBITRATION

In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the Contractor, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both

parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then DEITY will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactment thereof including the rules framed there under.

17. JURIDICATION

In case of any dispute of any kind and in any respect whatsoever, the decision of competent authority of the Department shall be final and binding. All disputes shall be under exclusive jurisdiction of Delhi Courts.

(B.D. Sharma)
Joint Director

Annexure I

**FINANCIAL QUOTATION
(MONTHLY RATES)**

Package No.	Description	Monthly fixed charges up to 1500 KMs per month with 10 hours duty per day	Additional mileage charges per KM beyond 1500 KMs per month
I	II	III	IV
1(i)	Economy Cars without AC (Tata Indica, Tata Vista, Tata Bolt, MarutiCelerio, Maruti Wagon-R, Hyundai-i10 or equivalent)		
(ii)	Economy Cars with AC (Tata Indica, Tata Vista, Tata Bolt, MarutiCelerioMaruti Wagon - R, Hyundai- i10 or equivalent)		
2	Sedan Cars with AC (Tata Zest/Tata Manza/Tata Indigo/Maruti CIAZ VXI/ SX4/Dzire, Honda City VX(O)/Amaze, Hyundai VARNA, Toyota Corolla Altis or equivalent)		
3.	Sedan Cars with AC (TATA SAFARI, Mahindra XUV-500/ Veritoviba/Scorpio, Toyota Innova or equivalent)		

Signature & seal of the bidder

Annexure II

**FINANCIAL QUOTATION
(DAY TO DAY BASIS RATES)**

Package No.	Description	Daily fixed charges up to 80 KMs per day with 10 hours duty	Additional mileage charges per KMs beyond 80 KM per day
I	II	III	IV
1(i)	Economy Cars without AC (Tata Indica, Tata Vista, Tata Bolt, MarutiWagonR, MarutiCelerio, Hyundai i10 or equivalent)		
(ii)	Economy Cars with AC (Tata Indica, Tata Vista, Tata Bolt, MarutiCelerio, MarutiWagonR, Hyundai i10 or equivalent)		
2	Sedan Cars with AC (Tata Zest/Tata Manza/Tata Indigo/Maruti CIAZ VXI/SX4/Dzire, Honda City VX(O)/Amaze, Hyundai VARNA, Toyota Corolla Altis or equivalent)		
3.	Sedan Cars with AC (TATA SAFARI, Mahindra XUV-500/ Veritoviba/Scorpio, Toyota Innova or equivalent)		

Signature & seal of the bidder

BID FORM

1. **Tender No. J-15017/4/2015-Gen1-I :Due Date : 19.05.2015 - 3.00 P.M.**
2. Have you quoted for both monthly hire : _____
Basis (Annexure-I) and daily hire
Basis (Annexure-II) **YES/NO**
3. Name and Address of Bidding Firm : _____

4. Name and Designation of the : _____
person signing the bid
5. Mobile/Land Line Telephone Number : _____
6. Earnest Money Deposit Details : _____
7. PAN Number : _____
(copy enclosed)
8. Service Tax Registration Certificate No : _____
(copy enclosed)
9. Annual turnover of last two financial : _____
years (2013-14& 2014-15) (copy of
profit& loss account and balance sheet
duly signed by Chartered Accountant enclosed)
10. Location of Garage : _____
11. Total No. of vehicles owned : _____
by the Bidder(copy of RCs attached)
12. Total No. of Drivers with the : _____
Contractor
13. No. of years of experiences(Not less : _____
than 3 years) in providing vehicles in
Government Sector/PSU/Reputed
Organizations (documents as per bid
document attached)

cont...2/-

14. Terms and Conditions mentioned : _____
in the Tender Document are ACCEPTABLE/
NOT-ACCEPTABLE
15. Deviation in Terms and conditions : _____
(if any)
16. Capacity in which bid is signed by the : _____
Bidder (proprietor/ Partner/ Director)

Signature of Bidder: _____

Name in Block Letters: _____

Place : _____

Date : _____