Sub: NOTICE INVITING TENDERS (NIT) FOR EMpanELMENT OF AGENCIES FOR HIRING OF VEHICLES.

TENDER DOCUMENT

1.1 Ministry of Information and Broadcasting invites ‘Sealed Bids’ for hiring of CNG based vehicles from reputed agencies fulfilling the criteria laid down in the Technical Bid [Annexure-1]. The format for Financial Bid is at Annexure-2. The bids are to be sent in two parts – one sealed envelo...
1.4 The EMD shall be forfeited if the bidder withdraws his bid during the period of bid validity.

1.5 The EMD of the successful bidder will be returned after submission of the Performance Security. The successful bidder will have to deposit an amount of ₹ 2,50,000/- (Rupees Two Lakh Fifty Thousand only) as Performance Security by way of Account Payee Demand Draft/Fixed Deposit receipt from a Commercial Bank/Bank Guarantee from a Commercial Bank, which may be refunded on satisfactory completion of the contract. No interest will be paid on performance security deposit.

1.6 The bid shall remain valid for a period of 3 months from the date of receipt of the bid.

1.7 The Bidder should carefully read, understand and seek clarifications if any before filling in and submitting the bid. No claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

2.0 SCOPE OF WORK

2.1 The scope of work covers empanelment of transport agencies for hiring vehicles and finalizing rates of different category of vehicles for M/o I&B (Main Secretariat), New Delhi to travel within Delhi & NCR (Local Journey) and outside Delhi & NCR as and when required under different packages to M/o I&B as per the terms & conditions of the contract specified herein and shall have adequate staff and telephone facilities round the clock.

2.2 The agency shall provide AC/Non AC commercial vehicles duly registered in DELHI / NCR of Model 2013 or later (CNG) and complying with emission norm of Bharat Stage III / IV (Euro III / IV).

2.3 The tentative no. of vehicles to be hired at present is 11 which may vary from time to time depending upon the actual requirement.

2.4 The agency shall provide the vehicles at Shastri Bhawan, New Delhi or at any other place intimated to the contractor /agency for travel within or outside Delhi/NCR. The maximum dead mileage allowed towards to and fro journey from garage to place of duty will be 10 (ten) Kms. or actual, whichever is less.

2.5 Journey within NCR region will be treated as local journey.

2.6 The vehicles deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per M/o I&B’s requirement with proper pollution check and valid pollution certificate.

2.7 The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings / accessories like radio cassette player etc. for maximum comfort of passengers.
2.8 Drivers of vehicles must be provided with mobile phones. No extra charges would be paid by M/o I&B for the same.

2.9 The upholstery and seat cover of vehicle should be properly dry cleaned on a fortnightly basis. No extra charges would be paid by M/o I&B for the same.

2.10 The agency shall provide well-behaved, pleasant personality, well mannered and proper Hindi or English speaking drivers in clean and proper uniform with valid driving license of minimum 02 years old and should be able to read duty slip and signboards in English and Hindi.

2.11 The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with the roads and routes in Delhi and NCR.

2.12 In case of break down / servicing / repair, the contractor shall provide alternate vehicle of same Make and model failing which vehicle shall be hired from any other source / sources at the risk and cost of the contractor.

2.13 In case of non reporting / refusing to provide the requisite Vehicle, the same may be hired from any other source(s) at the risk and cost of the contractor, besides any other penal action which may be even termination of contract.

2.14 The maintenance cost, charges of fuel (CNG), road tax, permit fee, passenger Tax, Border Tax, challans, salary of the driver, the overtime and mobile phone charges of driver etc. are the responsibility of the contractor and should be paid by the Contractor.

2.15 Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also. The Contractor shall be fully responsible for any loss or damage to the vehicle or occupant and shall be liable to pay full compensation for any injury or any other loss to the passengers.

2.16 M/o I&B reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error / fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action which may even lead to termination of Contract.

2.17 The Vehicle sent to our office on our requisition must have all relevant documents like registration Certificate/ Insurance / Permit fee / pollution certificates / Passenger Tax / Border Tax / mobile phone etc. The vehicle should be licensed and shall conform to all Govt. rules and regulation being in force from time to time.

2.18 In case of non-availability of vehicles with the bidder / contractor, vehicles other than those owned by the bidder / contractor may be provided as an ad hoc arrangement only and should be replaced by own vehicle at the earliest opportunity and in any case within one month.
2.19 The Contractor shall maintain the duty slip as per proforma to be provided for every trip / requisition. The duty slip should be got signed by the user which would indicate the Vehicle Number, opening and the closing meter reading with time and date at the point of starting / ending the journey by the user. It should be ensured that there is no overwriting in the duty slips. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

3.0 QUALIFYING CRITERIA FOR BIDDERS

3.1 The bidder should have at least three (3) years experience in work of similar nature with Ministries/Departments/PSUs etc. and has performed his work with the satisfaction of the user.

* Copies of award of contracts/experience along with certificate of satisfactory performance should be attached.

3.2 The bidders should have CNG cars of model 2013 or later conforming to BSIII/IV.

3.3 The bidder should have his office in Delhi with phone/mobile connection, and capable of providing taxis round the clock. (Details to be furnished along with the technical bid – Annexure 1).

3.4 The company should be registered for SERVICE TAX payment Copy of registration certificate indicating Service Tax No. should be attached.

4.0 EVALUATION OF BIDS

4.1 M/o I&B will determine the substantial responsiveness of each bid with reference to bid terms and conditions.

4.2 M/o I&B’s determination of bidder’s responsiveness will be on the basis of contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and cannot substantially be made responsive by the bidder by correction of the non-conformity. All decisions by M/o I&B on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.

4.3 The evaluation of bids shall be done vehicle group-wise, on least cost basis for each item of the group of vehicle. Those bidders who will accept the least cost/ rate of each item of the respective group vehicle shall be recommended for empanelment.

4.4 While the contract will be awarded initially for a period of one (1) year which may be extended on satisfactory performance for further two years on year-to-year basis on the same terms and conditions on mutual agreement of both the parties i.e. the Bidder and the Ministry of Information & Broadcasting. Both the parties would be free to terminate the contract after giving advance notice of 2 months in writing from either side.
5.0 RATES AND PRICES

5.1 Bidders shall quote the rates in the format given at Annexure-2. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers before submission of bid documents will be signed in full by the Bidder with date. No erasing or over-writings are permissible.

5.2 Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.

6.0 CONCILIATION/ ARBITRATION

6.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by M/o I&B.

6.2 Notwithstanding the existence or any dispute or differences under negotiation, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

6.3 The arbitration, if need be, shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by M/o I&B.

7.0 FORCE MAJEURE

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

7.2 The term “Force Majeure” as employed herein shall mean acts beyond the control i.e. Natural disaster, War, Civil Riots, Fire etc. directly affecting the performance of the Contract, or any Acts and Regulations of respective government affecting the terms of contract between the two parties, namely M/o I&B and the Contractor.

7.3 Upon the occurrence of such cause and upon its termination, the party notifying that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If services are suspended by Force Majeure conditions lasting for more than 2 (two) months, M/o I&B shall have the option of canceling this contract in whole or part at its discretion without any liability at his part.
7.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

8. **APPLICABLE LAW AND JURISDICTION**

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

9. M/o I&B reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of M/o I&B’s action.

10. M/o I&B reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

11. Any clarification on the documents may be obtained from:-

   **SHAILESH GAUTAM**
   Under Secretary (GA)
   Ministry of Information and Broadcasting
   ‘A’ Wing, Shastri Bhawan
   NEW DELHI – 110 001
   Telephone No: 23384990

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**SPECIAL CONDITIONS OF CONTRACT**

12.0 **RESPONSIBILITY OF THE CONTRACTOR/AGENCY**

12.1 The agency shall provide DELHI/ NCR registered vehicles (CNG) of Model 2013 or later as per our requirement with well behaved /skilled drivers in proper uniform having knowledge of routes & minor repairs of cars and valid driving licenses. All the cars shall carry first aid box, Stepney and toolbox.

12.2 If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.

12.3 In case of break down the contractor shall provide alternate vehicle of same category failing which the touring officers/officials will be allowed to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.

12.4 All kinds of repairs / maintenance cost, charges of CNG, oil, lubricant, fee towards licenses/registration taxes such as road tax, permit fee etc., challans, salary/ overtime of the driver, insurance premium etc. are the responsibility of the contractor and shall be borne by the Contractor all along.

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

- Failing to provide vehicle, a deduction of 10% of the day’s charges will be affected without prejudice.
- Improper condition of vehicle without any reason will attract a penalty of Rs. 500/-

13.2 The above occurrence shall be reported within 24 hrs to the concerned agency as well as to Admn by the user for necessary action. The complaint will be examined in consultation with the agency by the Administration and its decision will be final and binding on the agency.

14.0 VEHICLE REQUISITIONING & DUTY SLIP

14.1 Booking made by authorized officers/officials of M/o I&B shall only be considered for purpose of payment.

14.2 The agency shall maintain the Log book as provided by the Ministry of Information & Broadcasting for every trip/requisition. The Log book should be got signed by the user, which would indicate the opening and the closing meter reading with time and date at the point of starting/ending the journey by the user. It should ensure that there is no overwriting in the log sheet. Tampering with the contents of the log book would be viewed very seriously. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

15.0 PAYMENT & REIMBURSEMENT

15.1 The agency shall submit bills, in duplicate within the first week of each month for the preceding month for release of the payment within a month to the Admn Division complete in all respects along with duty slips/log sheets duly signed by users and monthly statement of journey.

15.2 The mileage from garage to the requisitioned destination and back to the garage shall be as per actual by shortest route and restricted to a maximum of 10 kms./day.

15.3 Parking charges, Toll Tax, DND charges and State Passenger Tax wherever incurred shall be reimbursed as per actual by M/o I&B on certification by the user on submission of documentary proof (original receipt). Driver must be provided with petty cash by the contractor for the purpose.

16.0 PRICE VARIATION

16.1 The prices as agreed shall remain firm throughout the currency of the contract except for variation in Fuel price. M/o I&B will increase or decrease the agreed transportation rates @ 0.3% for every 1% increase or decrease in respective fuel price i.e. CNG duty supported by documentary evidence.
16.2 The base rate of fuel for the purpose of price variation shall be the rates prevalent in Delhi 7 days before the date of opening of the bid.

16.3 The prices of fuel prevalent on 1st of every month will be valid for the whole of the month for calculation of price variation (on any change of fuel price).

17 NON-AVAILABILITY OF VEHICLE

In case of non-availability of the vehicles owned by the bidder/contractor, the contractor may provide vehicles owned by others which conform to M/o I & B's requirements. Upgraded models or higher category cars (of models not older than 2013) may also be provided at the same rates, terms and conditions with prior permission of M/o I & B.

18 METER TAMPERING

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

19.0 STATUTORY REQUIREMENTS

19.1 The cars sent to our office on our requisition must have all relevant documents like registration Book/Driving license/Insurance/Road tax Receipt/Permit for Passenger Taxi/Pollution certificate etc. The vehicle should be licensed and shall have valid permits for plying in NCR region in addition to Delhi in case of local journey. The vehicle should conform to all Govt. rules and regulation being in force from time to time.

19.2 The driver should abide by the rules laid down by transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic rules and regulations so as to ensure safety of the passenger.

19.3 Compliance of all statutory obligations viz. Industrial Dispute Act, workmen's compensation Act, Contract labour (R&A) act, shall be ensured by the agency. The agency shall indemnify and shall always keep M/o I&B indemnified against any liability due to non-compliance of statutory obligations by the agency or any of its agents/servants/driver or for any reason whatsoever. The agency will be responsible for the conduct of their staff.

20.0 AWARD OF CONTRACT

20.1 Those bidders who will accept the least cost/rate of each item of the respective group of vehicle shall be recommended for empanelment for that particular group. However preference would be given to the agency who has quoted the least price for respective vehicle and in case of non-availability of
the vehicle with them vehicles would be hired with the other empanelled parties for that particular group.

20.2 The contract will be awarded initially for a period of one (1) year which may be extended for further two years on year-to-year basis on the satisfactory performance of the firm and acceptance of same terms & conditions. In case of change in the requirement of vehicles due to transfers of officers etc., the terms contained under Clause 4.4 of the tender document will be applicable.

(SHAILESH GAUTAM)
Under Secretary to the Govt. of India
Tel: 22284990

To,
All Ministries/Department for circulation among their contractors

Copy to:

1. NIC with request to issue on website of this Ministry and withdraw from the site in afternoon of 12.08.2016.

2. Central Public Procurement Portal website.
HIRING OF VEHICLES – TECHNICAL BID

1. THE FIRM
   a) Name __________________________
   b) Regd. Address __________________________
       __________________________
   c) Address of Office at Delhi/NCR __________________________
       __________________________
   d) Contact Person’s
      i) Name & Design. __________________________
      ii) Address __________________________
          __________________________
      iii) Tel No. Land-line_________ Mobile __________________________
      iv) Email ID __________________________

2. Type of Firm with registration no. __________________________

3. PAN/GIR No.: __________________________
   (Please enclose photocopy)

4. Service Tax Regn. No.: __________________________
   (Please enclose photocopy)

5. No. of cars in possession of Firm: __________________________
   (List to be attached)

6. Whether cars available are of the model 2013 or later and fulfilling BSIII/IV norms________________________
   (Please attach list of cars with model)

7. Whether Cars are fitted with CNG kit __________________________
   (Details of Cars along with documentary proof in Registration Certificate of the Cars be provided)

8. Experience of similar work in the field during the last three years
   (Copies of Certificate of Incorporation / copy of the partnership deed / instrument of Partnership and list of clients with names, address and contact nos. of concerned officials.)
   __________________________ enclosed (pl. specify)

8. Earnest money details : DD No._________________________ dated_________ Amount Rs.1,00,000/-
   Drawn On __________________________
   Signatures of authorized signatory

For Official use
Name __________________________
Designation:
Seal:
# FINANCIAL BID

## PROFORMA FOR FINANCIAL BID

### MONTHLY CHARGES (Minimum) in ₹

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Indica / WagonR / Eeco</th>
<th>Indigo/Maruti Swift Dzire</th>
<th>SX4(VXI)/ZXI/ Innova/ Ford Icon / Honda City / Maruti CIAZ</th>
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<td></td>
<td></td>
<td>AC</td>
<td>Non-AC</td>
<td>AC</td>
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<tr>
<td>1.</td>
<td>For 2200 kms and 250 hrs per month</td>
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<td>2.</td>
<td>Rates per hour for additional hours beyond 250 hrs</td>
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<td>3.</td>
<td>Rates per km for additional kms beyond 2200 kms</td>
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<tr>
<td>4.</td>
<td>Night charges per hour from 11:00 PM to 5:00 AM</td>
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### DAILY CHARGES (Minimum) in ₹

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Indica / WagonR / Eeco</th>
<th>Indigo/Maruti Swift Dzire</th>
<th>SX4(VXI)/ZXI/ Innova/ Ford Icon / Honda City / Maruti CIAZ</th>
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<td>AC</td>
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<tr>
<td>1.</td>
<td>For 40 kms 5 hrs per day</td>
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<td>2.</td>
<td>For 80 kms 10 hrs per day</td>
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<td>3.</td>
<td>Rates per hour for additional hours beyond 10 hrs</td>
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<td>4.</td>
<td>Rates per km for additional kms beyond 40/80 kms</td>
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<tr>
<td>5.</td>
<td>Night charges per hour from 11:00 PM to 5:00 AM</td>
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(Service tax, extra hours, extra Kms. & Night duty charges will be extra)

Signature with seal