

No.D-26019/06/2014-Admn. III  
Government of India  
Ministry of Information & Broadcasting

Shastri Bhavan, New Delhi.  
Dated the 8<sup>th</sup> April, 2014.

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 vehicles from reputed agencies fulfilling the criteria laid down in the Technical bid is at Annexure- 2. The format for Financial Bid is at Annexure- 3. The bids are to be sent in two parts – one sealed enveloped superscribed as 'Technical Bid' giving details in the format as per Annexure-2 and the second sealed envelope superscribed as 'Financial Bid' in the format at Annexure-3. The two sealed envelopes as above will be placed in another sealed envelope superscribed as 'BID FOR EMPANELMENT OF AGENCIES FOR HIRING OF VEHICLES' AND 'NOT TO BE OPENED BEFORE 30.05.2014. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to :-

**S.S. Bedi,**  
Under Secretary (GA),  
Room No. 544, A Wing,  
Shastri Bhavan,  
**NEW DELHI – 110 003**

1.2 The sealed bids will be received by M/o I&B up to 11.00 AM on 30.05.2014. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Technical bids will be opened on date i.e 30.05.2014 at 3.00 PM in the presence of the bidders or their authorized representatives. Date of opening of financial bids of such firms which meet the prescribed Technical criteria, will be notified separately.

1.3 Earnest Money (EMD) of Rs. 25,000 (Rupees twenty five thousand only) should accompany the Technical bid document. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a Nationalized bank/Scheduled commercial bank in favour of DDO, (Main Sectt.), Ministry of Information & Broadcasting payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by M/o I&B.

1.4 The EMD shall be forfeited if the bidder withdraws his bid during the period of bid validity.

1.5 The EMD of successful bidder shall be retained as security towards Contract Performance Guarantee (CPG) and no interest thereon shall be payable. EMD of unsuccessful bidders shall be returned after the acceptance of the Purchase Order by the successful bidder/s.

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 corporate office, 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 maintain an office with 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 2011 or later (Petrol/Diesel/CNG) and complying to emission norm of Bharat Stage III / IV (Euro III / IV).

The no. of vehicles to be hired may vary from time to time depending on the actual requirement.

2.3 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.**

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

2.5 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.

2.6 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.

2.7 Drivers of vehicles must be provided and mobile phones. No extra charges would be paid by M/o I&B for the same.

2.8 The upholstery and seat cover of vehicle should be properly dry cleaned on a fortnightly basis.

2.9 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.



2.10 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 adjacent areas.

2.11 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.

2.12 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.

2.13 The maintenance cost, charges of fuel (petrol/diesel/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.

2.14 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.

2.15 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 notice, 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.

2.16 The Vehicle sent to our office on our requisitioned 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.

2.17 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 in any case within one month.

2.18 The Contractor shall maintain the duty slip as per Performa attached for every trip / requisition. The duty slip should be got signed by the user which would indicate the Vehicle No, 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 their work with the satisfaction of the user .

\* Copies of award of contracts alongwith certificate of satisfactory performance may be attached.

3.2 The bidder should have cars of model 2011 or later.

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 techno-commercial bid.

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

### **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 may not 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 for a period of 3 years extendable by another one year on the same terms and conditions on mutual agreement, both the parties i.e. the Bidder and the Ministry of Information & Broadcasting would be free to terminate the contract after giving advance notice of 2 months in writing.

## **General Conditions**

### **5.0 RATES AND PRICES**

5.1 Bidders shall quote the rates in the format given at Annexure-3. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers 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. TERMS OF PAYMENT**

Payment will be released within a month after receipt of bill and production of log sheet duly signed by the user.

## **7. LIQUIDATED DAMAGES**

In case of any delay in execution of the order beyond stipulated date of delivery, including any extension permitted in writing, M/o I&B reserves the right to recover from the vendor a sum equivalent to ½% of the monthly value of the work order for each day of the delay and part thereof subject to a maximum of 5%. In case the delivery is delayed by more than two weeks, M/o I&B reserves the right to forfeit the security retained towards performance guarantee.

## **8.0 CONCILIATION/ ARBITRATION**

8.1 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.

8.2 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.

8.3 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 are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by M/o I&B.

## **9. FORCE MAJEURE**

9.1 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.

9.2 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, Flood and Acts and Regulations of respective government of the two parties, namely M/o I&B and the Contractor.

9.3 Upon the occurrence of such cause and upon its termination, the party alleging 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 deliveries 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 his discretion without any liability at his part.

9.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.



## 10. 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.

11. 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.

12. 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.

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

Shri S.S. Bedi  
Under Secretary ( GA),  
Ministry of Information and Broadcasting,  
'A' Wing, Shastri Bhawan,  
NEW DELHI - 110 001.  
Telephone No: 23384990

## SPECIAL CONDITIONS OF CONTRACT

### 14.0 RESPONSIBILITY OF THE CONTRACTOR/AGENCY

14.1 The agency shall provide DELHI/ NCR registered vehicles (Petrol/Diesel/CNG) of Model 2011 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.

14.2 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.

14.3 In case of break down the contractor shall provide alternate vehicle of same category failing which the touring executive(s) 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.

14.4 All kinds of repairs / maintenance cost, charges of petrol, 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. M/o I&B will reimburse toll tax, DND tax, parking charge and state passenger tax wherever incurred on submission of original receipt. The driver to be provided with petty cash for the purpose.



## **15.0 PENALTY**

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

15.1 Failing to provide vehicle a deduction of 10 % of the day's charges will be affected without prejudice.

15.2 Improper condition of vehicle without any reason will attract a penalty of Rs. 500/-

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.

## **16.0 VEHICLE REQUISITIONING & DUTY SLIP**

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

16.2 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.

## **17.0 PAYMENT & REIMBURSEMENT**

17.1 The agency shall submit bills, in duplicate within the first week of each month for the preceding month for release of the payment within 15 days of the month to the Admn Division complete in all respects along with duty slips and monthly statement of journey.

17.2 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.

17.3 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).



## **18.0 PRICE VARIATION**

18.1 The prices as agreed shall remain firm through out 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. petrol, diesel, CNG duly supported by documentary evidence.

18.2 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.

18.3 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).

## **19.0 NON-AVAILABILITY OF VEHICLE**

19.1 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 2011) may also be provided at the same rates, terms and conditions with prior permission of M/o I & B.

## **22.0 METER TAMPERING**

20.1 Agencies would ensure proper sealing of milometer. 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.

## **21.0 STATUTORY REQUIREMENTS**

21.1 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 area such as Gurgaon, Faridabad, Noida, Gaziabad 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.

21.2 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.

21.3 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.





## 22.0 AWARD OF CONTRACT

22.1 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.

22.2 The contract will be awarded for a period of 3 (three) years extendable for another one year based 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.



(S.S. BEDI)

Under Secretary to the Govt. of India .

Tele No. 2338 6547

To,

All Ministries/Department for circulation among their contractors.

Copy to NIC:- NIC with request to issue on website of this Ministry and withdraw from the site in afternoon of 30<sup>th</sup> May, 2014.

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 2011 or later** \_\_\_\_\_

(Please attached list of cars with model)

**7. 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.25,000

**Drawn On** \_\_\_\_\_

**Signatures of authorized signatory**

**For Official use**

**Name** \_\_\_\_\_

**Designation:**

**Seal:**

**FINANCIAL BID****ANNEXURE-3****PROFORMA FOR FINANCIAL BID MONTHLY CHARGES (Minimum) in Rs.**

S.No.	Description	Indica/WagonR/Ambassador/ Ecco		Indigo/Maruti swift Dezire		SX 4(VXI)/ZXI/ Innova Ford Icon/Toyato/Mehendra Scorpio	
		AC	Non-AC	AC	Non-AC	AC	Non-AC
1.	For 2200 KM and 250 hrs per month						
2.	Rates for additional hour beyond 250 hrs						
3.	Rates for additional KM beyond 2200 KM						
4.	Night charges from 11.00 PM to 5.00 AM per hour						

**Daily charges (Minimum) in Rs.**

S. No.	Description	Indica/WagonR/Ambassador/ Ecco		Indigo/Maruti swift Dezire		SX 4(VXI)/ZXI/ Innova Ford Icon/Toyato/Mehendra Scorpio	
		AC	Non-AC	AC	Non-AC	AC	Non-AC
1.	For 40 KM 5 hrs per day						
2.	For 80 KM 09 hrs per day						
3.	Rates for additional hour beyond 09 hrs						
4.	Rates fro additional KM beyond 40/80 KM						
5.	Night charges from 11.00 PM to 5.00 AM per hour						

(Service tax, extra hours, extra Kms. &amp; Night duty charges will be extra)

Signature with seal