

No. 24/3/2014 – Admn
Government of India
Ministry of Finance
Department of Disinvestment

Block No.11 & 14, CGO Complex,
Lodhi Road, New Delhi-110003.
Dated: the 5th June, 2015.


TENDER NOTICE

Subject: Hiring of DLY Cars for official use in the Department of Disinvestment – invitation of tenders.

Sealed tenders are invited under two-bid system by Department of Disinvestment, Ministry of Finance for hiring DLY Taxis, AC Cars only to meet its day to day requirements for a period of one year, as per following annexures to this Notice:

1. Instructions to the Bidders are at **Annexure-I**
2. Terms and conditions are at **Annexure-II**
3. Schedule of Penalties is at **Annexure-III**
4. The Proforma for Financial Quotation for supply of DLY Taxis, on monthly basis [monthly charges for 7 days a week (2,400 Kms per month and 300 hrs per month)] is at **Annexure-IV**
5. The Proforma for Financial Quotation for supply of DLY Taxis, on monthly basis [monthly charges for 7 days a week (2,000 Kms per month and 300 hrs per month)] is at **Annexure-V**
6. The Proforma for Financial Quotation for supply of DLY Taxis, on daily basis, is at **Annexure-VI**
7. Undertaking by the service provider is at **Annexure-VII**.
8. List of items for technical bid is at **Annexure-VIII**.

The last date for submission of tender : 26th June, 2015 by 03.00 p.m.
The date & time of opening of tender: 26th June, 2015 at 04.00 p.m.


(Ashish Kumar)
Under Secretary to the Govt. of India.
Tele No. 24368785

To

NIC Cell with the request to upload this tender notice on the website of the Department as well as on CPP portal.

Enclosure: Annexure-I, II, III, IV, V, VI, VII and VIII.

HINDI VERSION WILL FOLLOW.

INSTRUCTIONS

Subject: Tender Notice for hiring of DLY (AC and Non-AC) Taxis for Department of Disinvestment on rate contract.

1. Sealed tenders for providing Taxis (both AC & Non-AC) for the use of this Department on monthly as well as on daily need basis, should be submitted in the enclosed prescribed proforma by registered transporters within the National Capital Territory of Delhi. The said contract is initially for a period of one year.
2. The quotation should be sent to the undersigned and deposited in the tender box kept at Ground Floor, Block No. 14, CGO Complex, Lodhi Road, New Delhi – 110003, in the prescribed proforma at Annexure-IV, Annexure-V and Annexure-VI, in sealed covers subscribed "Bids for providing DLY Taxis (both AC & Non-AC)" latest by 03.00 p.m. on 26th June, 2015. The same can also be sent by post so as to reach the undersigned by due date and time.
3. Request for extension of opening date of tenders will not be considered. Quotation should be sent along with the Pay Order/ Banker's Cheque of Rs.50,000/- (Rupees fifty thousand only) drawn in favour of DDO, Department of Disinvestment, New Delhi towards Earnest Money Deposit (EMD).
4. The rate quoted should be exclusive of service tax. The service tax will be paid additionally only after receiving the photocopy of the service tax registration certificate. No service tax will be paid if the operator fails to provide proof of valid service tax registration. Latest income tax clearance certificate and PAN is also required to be submitted by the operator.
5. The bidder should be a registered and well established Transport Agency/Firm. Proof to this effect like registration no., TIN no., PAN no., Service tax registration no. etc. must be enclosed along with the tender. The bidder should have experience of at least 5 years for providing taxi services in Government Offices/ Public Undertakings.
6. The tenderer should enclose a signed copy of the terms and conditions stipulated for award of the contract, conveying his acceptance of the same.
7. In case a tender is selected and withdrawn from the bids without the consent of the Department his EMD is liable to be forfeited. Selection of the L-1 tender will be based on the rates quoted by the agencies as required in the Annexure-IV [monthly charges for 7 days a week (2,400 Kms per month and 300 hrs per month)], Annexure-V [monthly charges for 7 days a week (2,000 Kms per month and 300 hrs per month)] and Annexure-VI (charges on daily basis).
8. Department of Disinvestment reserves the right to accept or reject any quotation in full or part without assigning any reasons thereof. The decision of the Department in this regard shall be final and binding on the firm.
9. Any clarification in the matter may be obtained from the undersigned on telephone No. 24368785.
10. The successful tenderer will have to submit a list of all cars proposed to be supplied by him indicating their make, Registration No., model and type of fuel consumed by each car along with their letter of acceptance of this offer.

11. Sealed quotation will be opened by a Committee on due date and time. Authorized representative duly carrying an authorization letter from the Company can attend the tender opening.
12. Tender sent by FAX will not be considered. To avoid any complications with regard to Late Receipt/Non-receipt of Tenders, it may please be noted that responsibility rests with the tender to ensure that tenders reach this office before due date. Late quotes will be rejected out rightly.
13. The tenders of only those firms which satisfy all the requirements/conditions stipulated in this Document will be considered. All additions and alterations in the Tender documents must be duly authenticated with initials and date by the person authorized to sign the tender documents. Overwriting of Figures in tender documents is not permitted.
14. An undertaking is required to be furnished by tenderers as per **Annexure-VII**.
15. In case, any firm is already providing the vehicles on hiring basis to any other Ministry/Department of the Central Government/PSU, details thereof may also be furnished along with the quotations.

Terms & Condition for award of the agreement/contract for providing DLY taxis

1. The cars of 2013 onward models which are in good running condition with immaculate interiors, seat covers and exterior only should be provided. The cars should be in good mechanical condition and conform to all the relevant rules besides being roadworthy. Cars should be fully upholstered and provided with all other necessary comforts and facilities.
2. The firm shall be responsible for providing the required number of vehicles as and when required, at any time, even at short notice. The firm should also be able to provide taxis on holidays/ Sundays also. The firm must have a 24 hrs. working telephone system so that the cars can be requisitioned, if required, on short notice also. The drivers deployed by the firm should have mobile phones so that they could be contacted any time.
3. The kilometer mileage for the purpose of 'vehicle run' and 'hours of duty' shall be reckoned from the point of reporting for duty to the point of vehicle released, i.e. Block No. 11, CGO Complex, Lodhi Road, New Delhi. No mileage will be allowed to drivers for lunch/breakfast or for drawal of fuel etc.
4. The vehicles supplied by the firm may be required to ply in NCR areas, such as NOIDA, Gaziabad, Gurgaon, Faridabad, etc. and, therefore, vehicle supplied should have permit to run in all such areas.
5. The vehicles provided to Department of Disinvestment should fulfill the norms prescribed by the Government of NCT of Delhi, Department of Transport for hired vehicles.
6. The firm must attach satisfactory performance certificate from at least three Government Ministries/Departments/ PSUs/Corporate, etc.
7. In case condition of a vehicle is not found to be satisfactory, it shall be returned for immediate replacement. No payment will be made for cars found in unacceptable state/condition.
8. In case of break-down of the vehicle or non-availability of driver, the firm must provide replacement immediately at its own cost.
9. In case a vehicle is requisitioned and the same does not reach at the required time and place, the Department will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending Bills/security, etc.
10. All the charges towards repair/servicing, salary of the Driver, fuel expenses, any other incidental expenses on operations & maintenance of the hired car would be borne by tenderer. The Department will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury. The car would be insured in all respects by the tenderer.
11. The firm shall be liable for any prosecution in the event of any accident or challan/injuries and shall bear all the costs and consequences of prosecution of any type resulting from the violation of the Rules/Law of the Motor Vehicles Act in force. All liabilities, arising out of any legal dispute, accidents, etc. shall be borne/ paid by the

agency and the Department shall not be liable in any manner whatsoever. The firm will bear all the financial implications due to accident to the vehicle, driver and passenger.

12. The firm shall comply with all statutory enactments/provisions in relation to services offered by them.
13. Compensation and connected expenses, whatsoever, in case of any casualty (unforeseen) shall be borne/paid by the firm.
14. The Department of Disinvestment shall be liable to pay the hiring charges only. Any other liability shall be borne by the contractor.
15. The car with the Driver would be placed at the disposal of Department as and when required. The Department would be free to use the hired cars in any manner for carrying officials, luggage & other material etc. as per its requirements and the agency will not have any objection to it.
16. Vehicle supplied by the firm will be regularly inspected by nominated Officers for the purpose and in case of non-compliance of any of the conditions; if brought to the notice by the user or the inspecting Officer, a penalty on each fault will be imposed as per schedule of penalty at Annexure-III. However, if lapses are noted for three consequent times in a row, the contract would be cancelled immediately. This is without prejudice to other stipulated terms and conditions mentioned in the contract and performance security amount of **Rs.1,00,000/-** (Rupees one lakh only) will be forfeited.
17. The driver should possess valid driving license from the appropriate authority and also should have experience of at least 5 years. The driver should be in uniform and well trained to behave with senior officers, courteous and should be punctual and conversant with the traffic/regulations and roads/routes in Delhi and surrounding localities.
18. The Character verification/ antecedents check of drivers by local police should be got done by the firm and report submitted to this Department before putting them on duty.
19. Vehicles engaged on monthly basis will be attached with senior officers and they should NOT be changed. The driver for the vehicle should also be deployed on regular basis and not be changed without prior notice.
20. Each driver must be provided with a log register in respect of each vehicle as to analogy of logbook of Government Vehicle.
21. No advance payment will be made by the Department. The billing will be done on a monthly basis and the bill should be submitted by the firm by the first week of the following month along with duty slips & Log Book. The payment will be made only for those duty slips which have been signed by the officer/staff using the vehicle. It will be the responsibility of the driver to get the Logs & duty slips duly filled & signed by the officer/staff on a day to day basis. No payment will be made for unsigned duty slips. Duty slips should be completed in all respects in terms of start Meter Reading, end Meter & total distance covered, time from Department of Disinvestment, time of closure of duty at Department of Disinvestment, place visited, etc. The bill would be preferred vehicles/officers-wise, duly certified by the officer concerned. No night charges will be payable.
22. Toll tax, Entry tax, permit fee for crossing border, if any, parking charges will be borne by the Department of Disinvestment for which the original receipts should be verified by concerned officer. The bill raised by the firm should have all tax registration numbers printed on the bills.

23. In the event of the contractor backing out of the contract midstream without any explicit consent of the Department 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 on transportation of officer for the balance period of contract though alternative means. The bill amount of the month would also be forfeited.
24. No compromise will be made by the Department towards punctuality, cleanliness, obedience, and behavior of the drivers deployed by the agency. If the tenderer, at any point of time during official duty, fails to perform duties, as directed by Department, the Security Deposit will be forfeited and contract will cancelled forthwith without any notice by the Ministry.
25. Firms shall have to deposit Earnest Money Deposit (EMD) of **₹50,000/-** in the form of Demand Draft/Pay Order in favour of the Drawing & Disbursing Officer, Department of Disinvestment, New Delhi alongwith the tenders. Tenders received without EMD will not be considered /entertained.
26. The agency will not be allowed to withdraw the tender after the same is received in the Department. In case the agency withdraws from the process or alters its bid during the bid validity period, the EMD deposited by him will be forfeited.
27. EMD will be refunded to the unsuccessful tenderer. No interest shall be payable on EMD.
28. The successful agency will have to deposit a Performance Security Deposit of **₹1,00,000/-** in the shape of F.D.R. in the name of the Drawing & Disbursing Officer, Department of Disinvestment, New Delhi for the period of contract. 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.
29. In case of dispute of any kind, the decision of the Head of Department, Department of Disinvestment shall be final and binding.
30. The contract so awarded is likely to commence from 1st July, 2015. The contract so awarded can be terminated by the Head of Department, Department of Disinvestment at any time without giving any reason.
31. Jurisdiction for legal disputes, if any, arising during the currency of the contract will be in Delhi courts only.

Ashish Kumar

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Under Secretary to the Govt. of India.
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Penalty Clauses

Sr. No.	Problems	Penalty
1.	Late Arrival a) By 10 minutes b) Between 10-30 minutes c) 30 minutes and beyond or does not turn up	a) ₹ 100.00 b) ₹ 500.00 c) ₹ 1000.00 In all the above cases, the officer concerned, depending upon the urgency, can hire a taxi for the day or take a taxi to reach the destination, payment of which shall be borne by the contractor.
2.	Attire/turnout of the driver a) Inappropriate b) Very Inappropriate	a) ₹500/- to ₹1000/- depending upon the inappropriateness b) The driver with the vehicle will be sent back and a penalty of ₹1000/-will be imposed. A taxi will be hired for the day and payment for the same will be borne by the contractor.
3.	Unclean vehicle or seat covers	₹ 100/- for the 1 st day ₹ 500/- per day for 2 nd consecutive day and beyond.
4.	AC not working/malfunctioning	The contractor to provide another vehicle in an hour's time or else the office can hire a taxi for the day, payment of which will be borne by the contractor.
5.	Breakdown en-route	Office to hire a taxi to reach the destination, payment to be borne by the contractor.
6.	Recurrent malfunctioning/dissatisfactory vehicle condition	The vehicle will be returned. A taxi will be hired, payment of which will be borne by the contractor along with a daily fine of ₹500/- till such time a proper vehicle is provided.
7.	Driver's poor knowledge of route	Driver to be changed by the contractor. If the contractor does not change the driver in 03 days, the vehicle will be sent back and a taxi hired, payment of which will be borne by the contractor, along with a fine @ ₹ 500/- per day.
8.	Driver's behavior	₹ 500/- to ₹ 1000/- depending upon the gravity of the misdemeanor. If the misbehavior continues, then the driver will have to be changed by the contractor. If the contractor does not change the driver in 03 days time, the vehicle will be sent back and a taxi hired, payment of which will be borne by the contractor, along with a fine ₹ 200/- daily.
9.	Old Vehicle	Vehicle provided older than 2012 model will NOT be accepted.



(Ashish Kumar)

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Annexure-IV

FINANCIAL BIDS for hiring of vehicles on Monthly basis

S. No.	Particular	Maruti WagonR		Swift Dzire (AC)	Maruti SX4 (AC)	Ford Icon (AC)
		Non-AC	AC			
1.	Fixed monthly charges for 7 days a week (2400 kms per month and 300 hrs per month)					
2.	Charges for extra Km. beyond the limit of 2400 kms per month					
3.	Charges for extra Hr. beyond the limit of 300 hrs per month					

It is certified that all terms and conditions of the Department of Disinvestment are acceptable to us.

(Signature)
Name and address of the firm
Seal

Annexure-V

FINANCIAL BIDS for hiring of vehicles on Monthly basis

S. No.	Particular	Maruti WagonR		Swift Dzire (AC)	Maruti SX4 (AC)	Ford Icon (AC)
		Non-AC	AC			
1.	Fixed monthly charges for 7 days a week (2000 kms per month and 300 hrs per month)					
2.	Charges for extra Km. beyond the limit of 2000 kms per month					
3.	Charges for extra Hr. beyond the limit of 300 hrs per month					

It is certified that all terms and conditions of the Department of Disinvestment are acceptable to us.

(Signature)
Name and address of the firm
Seal

Annexure-VI

FINANCIAL BIDS for hiring of vehicles on Daily basis

S. No.	Particular	Maruti WagonR		Swift Dzire (AC)	Maruti SX4 (AC)	Ford Icon (AC)
		Non-AC	AC			
1.	Full day 100 kms and 10 hrs					
2.	Half day 50 kms and 5 hrs					
3.	Charges for extra km for hiring on daily basis					
4.	Charges for extra hrs for hiring on daily basis					

It is certified that all terms and conditions of the Department of Disinvestment are acceptable to us.

(Signature)
Name and address of the firm

Annexure-VII

1. I _____ Son/Daughter/Wife of Shri/Smt. _____ Proprietor/Director/authorized signatory of the agency/firm, mentioned above is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender for providing Staff Car Driver to Department of Disinvestment, New Delhi and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.
4. That our agency/firm has not been blacklisted by any organization.

Signature of authorized person
Full Name:
Seal:

Date:
Place:

Annexure-VIII

List of items for Technical Bids for hiring vehicles

1. Earnest Money Deposit of Rs. 50,000/- in the form of pay order/Banker's cheque in favour of Drawing & Disbursing Officer, Department of Disinvestment, New Delhi.
2. Attested copy of Registration Certificate having experience of at least 5 years for providing taxi services.
3. Attested copies of TIN/PAN no. and Service Tax registration certificate.
4. Proof of experience in providing taxi services in at least three Government Ministries/Departments/ PSUs.
5. Signed copies of terms & conditions and Annexure-VII.

