

F.No. 24/2/2012 – Genl. Admn.
Government of India
Ministry of Finance
Department of Disinvestment

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Block No.11, CGO Complex,
Lodhi Road, New Delhi-110003.
Dated 31st October, 2012.

NOTICE INVITING TENDER

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

Sealed quotations are invited from interested agencies for hiring of DLY Cars for official use in the Department. Interested firms who fulfill the terms and conditions as laid down in **Annexure-I** may send sealed quotations in the prescribed format in **Annexure-II** to the undersigned at the above indicated address, by 21st November 2012 upto 11.00 AM.

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

To

1. Firms mentioned in the list
2. 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.

Terms & Condition for the award of contract for providing DLY Cars

1. **Submission of tender:-** Sealed tenders in the form prescribed in Annexure-II contained in an envelope duly superscribed – “**Tender for hiring of car on daily basis**” addressed to the “**Under Secretary (Administration), Department of Disinvestment, Block No. 11, CGO Complex, Lodhi Road, New Delhi- 110003**” should reach by 11.00 AM on 21st Nov., 2012.
2. **Opening of tenders:** The tenders received will be opened at 4.00 PM on 21st Nov., 2012 in the presence of authorized representative, of quoting firm (one member only). Request for extension of opening date of tenders will not be considered.
3. **Period:-** The contract to be awarded is for a period of one year and the rates at which the contract is awarded will be valid throughout the period of contract. No claims whatsoever on account of increase in the rate of fuel or other factors such as statutory payments, minimum wages, etc. shall be entertained. It will be the responsibility of contractor to bear such additional expenses.
4. **Earnest Money Deposit (EMD):-** Agencies shall have to deposit EMD of Rs. **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.
5. **Forfeiture of EMD:-** 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 the EMD deposited by him will be forfeited.
6. **Refund of EMD:-** EMD will be refunded to the unsuccessful tenderer. No interest shall be payable on EMD.
7. **Performance Security Deposit:-** The successful agency will have to deposit a performance security of **Rs. 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.
8. The tenderer should have a registered and well established Transport Agency/Firm. Proof to this effect like registration no., TIN no. , Service tax registration no. etc. to be enclosed along with the tender.
9. **Fleet:-** The firm submitting the tender must have sufficient fleet of good vehicles which have been registered.
10. The vehicle to be provided should be in excellent condition both physically and mechanically. Vehicles should be **2010** or onward models and in excellent running condition with immaculate interior and seat covers.
11. The firm must ensure that the drivers employed have valid driving license, are well behaved and conversant with the traffic/regulations and road/routes in Delhi and surrounding localities. The firm must ensure that the vehicle and the driver attached with the vehicle are not changed frequently. The driver must have one mobile phone with him always as a necessary condition of contract.

12. The firm should have adequate number of telephones for contact round the clock. The Department can request for the vehicle at short notice and the firm shall provide the vehicle within such time on receipt of the Department's request in writing/over phone, failing which the Department is at liberty to make arrangements for hiring of vehicles at the risk and cost of the firm.

13. Department of Disinvestment may need the vehicles to be hired, as per requirement. The vehicles requisitioned by this Department, should reach the stipulated destination located within Delhi and surrounding localities, within a maximum time of 20 minutes. It may be noted that the number of taxis to be hired and the number of days of hiring may vary depending upon the actual requirements.

14. The firm shall comply with all statutory enactments/provisions in relation to services offered by them.

15. The Department of Disinvestment shall be liable to pay the hiring charges only. Any other liability shall be borne by the contractor. If during the course of engagement of the vehicles for providing services to the Department, any harm due to the accident, etc. is caused either to the vehicles or to the third party, the Department will not be responsible. Any liability arising out of such accident will be the responsibility of the firm only. All incidental expenditure towards repair will be borne by the contractor.

16. 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. 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 duty slips 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 kilometer, end kilometer, distance covered, time from Department of Disinvestment, time of closure of duty at Department of Disinvestment, place visited, etc.

17. 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.

18. The journey to the destination and back shall be undertaken by the shortest route possible. In case of break down of any vehicle during official duty, it shall be responsibility of the firm to provide a replacement immediately. If no replacement is provided on time alternative arrangement will be made and the cost thereof will be deducted from the payment to be made to the firm.

19. Starting and entry point will be considered from CGO Complex, Lodhi Road, New Delhi.

20. 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.

21. In case of non -availability of vehicles, the Department will be free to call another vehicle from the other sources and expenses on this account will be deducted from the pending bills /security etc. Besides, a penalty of Rs. 500/- would be imposed for every such lapse.

22. 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.
23. The tenderer will have to submit a list of all cars proposed to be supplied by them indicating their make, Registration no., model and type.
24. The disputes, if any, arising out of this contract will be subject to the jurisdiction of the courts in Delhi only.
25. The tenders of only those firms which satisfy all the requirement/conditions stipulated in this Document will be considered. Quotation with any cutting or overwriting in the figures will not be considered.
26. In case of dispute of any kind, the decision of the Head of Department, Department of Disinvestment shall be final and binding.
27. The competent authority reserves the right to reject any tender/quotation at any time without assigning any reason whatsoever.
28. The contract so awarded is likely to commence from 1st December, 2012. The contract so awarded can be terminated by the Head of Department, Department of Disinvestment at any time without giving any reason.

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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) Rs. 100.00 b) Rs. 500.00 c) Rs. 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) Rs. 500.00 to Rs. 1000.00 depending upon the inappropriateness b) The driver with the vehicle will be sent back and a penalty of Rs. 1000.00 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	Rs. 100.00 for the 1 st day Rs. 500.00 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 Rs. 500.00, 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 @ Rs. 500.00 per day.
8.	Driver's behavior	Rs. 500.00 to Rs. 1000.00 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 Rs. 200.00 daily.
9.	Old Vehicle	Vehicle provided older than 2010 model will <u>NOT</u> be accepted.

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FINANCIAL BIDS for hiring of vehicles on daily basis

S. N.	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					
5.	Outstation Journey per km.					
6.	Night charge, if any					

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

(Signature)
Name and address of the firm