26019/01/2016-Adm (G) Government of India Ministry of Steel (General Administration Division)

Udyog Bhawan, New Delhi Dated 27 September 2016

OPEN TENDER NOTICE

Tender Notice for Hiring of Vehicles For Use of Ministry of Steel.

Online bids are hereby invited under Two-Bid System (Technical Bid and Financial Bid) on Central Public Procurement Portal (www.eprocure.gov.in) from reputed, experienced and financially sound firms located in New Delhi/Delhi for hiring of vehicles for official use of this Ministry from 01.12.2016 to 31.11.2018.

- The bid will be accepted as e-Tender (in two bids system-Technical Bid and Financial Bid) only and intending bidders must be registered with the Central Public Procurement (CPP) Portal.
- 3. The tender document contains the following:

Terms and Conditions Annexure -I

Proforma for Technical Bids Annexure -II

Proforma for Bank Details of Firm Annexure - III

Annexure - IV Penalty clause

Proforma for Financial Bids. Annexure - V-VII

- 4. Important Dates for the process.
 - Start date and time for wiew downloading of tender document -27.09.2016 at 17.30 hrs 1.
 - Start date and time for submission of bid 2. 27.09.2016 at 18.00 hrs
 - 3. Last date and time for downloading tender document 24.10.2016 at 15.00 hrs
 - Last date and time for online submission of bid & submission 4. of EMD in original.

24.10.2016 at 15.00 hrs

5. Date and time for opening of Bid 24.10.2016 at 15.30 hrs In case, any holiday is declared by the Government of India on the day of opening, the tenders

will be opened on the next working day at the same time. The Ministry reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

(K Murali)

Under Secretary to the Govt. of India

Tel: 23061243

TERMS AND CONDITION

(1). General Conditions & Scope of work

1.1 Ministry of Steel, Udyog Bhawan intends to hire vehicles (Taxi/DLY). The tentative number of vehicles to be hired on regular basis is expected to be as under:

SN	Model of Vehicle	Cat.	Requirement	Rate contract Basis
1	Maruti Ciaz	A	As and when required	On monthly/daily rate basis
2	Maruti Swift Dezire and/or Toyota Etios	В	As and when required	On monthly/daily rate basis
3	Tata Indica/Wagon R	C	As and when required	On monthly/daily rate basis
4	Tata Innova	D	As and when required	On monthly/daily rate basis

Number of vehicles may be increased/decreased as per requirement of the Ministry. In addition, Ministry of Steel may also hire vehicles for half/full day and number of days for such hiring may depend upon the requirement and the payment for such hiring shall be made on pro-rata basis.

- 1.2 The award of contract will be valid for a period of two year from the date of finalization. The period may be further extended for a period of six months or may be curtailed/terminated before the expiry of two year period owing to deficiency in service after giving one week notice to the selected firms.
- 1.3 The firm should have the ownership of at least 20 vehicles (the vehicle should be registered (either the name of firm or owner's name).
- 1.4 At times, Ministry of Steel may need additional number of vehicles on specific days in connection with conference/meetings. The firm should be responsible to arrange for additional demand of vehicles by making necessary tie ups at their end and such additional vehicles should be supplied on same rates and conditions at any time, even at short notice (say in 30 minutes notice). The firm must have a 24 hrs working telephone system so that the cars can be requisitioned, if required, on short notice also.
- 1.5 The awardee has to provide vehicles at Ministry of Steel and/or residential addresses of officers of this Ministry located in Delhi and NCR.
- 1.6 Average Annual Turn Over of bidder firm during last three year, ending 31st March of the previous financial should be at least of ₹ 12 Lac per annum. Documentary evidence to this effect i.e. copy of financial statement of account of firm like Balance Sheet, Profit & Loss Account etc should be submitted alongwith the other requisite documents.

(2) Condition of Vehicles

- 2.1. 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.
- 2.2 The vehicles supplied by the firm may be required to ply in NCR areas, such as NOIDA, Ghaziabad, Gurgaon, Faridabad, etc. and, therefore, vehicle supplied should have permit to run in all such areas. The vehicles provided to the Ministry of Steel should fulfill the norms prescribed by the Government of NCT of Delhi, Department of Transport for hired vehicles. CNG vehicles should be preferred.

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2.3 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 or until complaint made by user/Ministry of Steel

(3). Drivers

- 3.1 The driver should possess valid driving license from the appropriate authority and also should have experience of at least 5 years.
- 3.2 The drivers deployed by the firm should have mobile phones so that they could be contacted any time. Age of the drivers must be between 25 to 55 years.
- 3.3 The driver should be in proper uniform and well trained to behave with senior officers, should be courteous, should be punctual and conversant with the traffic/regulations and roads/routes in Delhi and surrounding localities.
- 3.4 No compromise will be made by the Ministry towards punctuality, cleanliness, obedience, and proper behavior of the drivers deployed by the agency.
- 3.5 The Character verification/ antecedents check of drivers by local police should be got done by the firm and report submitted to this Ministry before deploying them on duty. The driver must be at least 12th pass.
- 3.6 The daily record indicating time and mileage for each vehicle shall be maintained in a Log Sheet. The driver must obtain signature of the end user or his personal staff (PA/PS/PPS on regular basis).
- 3.7 The firm will have to abide by labour laws of Govt of NCT of Delhi. Minimum wages as per rule including payment of EPF/ESIC account of driver be provided by successful bidder. Mandatory four leaves in a month has to be provided to drivers. Alternate arrangement of driver has to be made when remaining leave to drivers.

6.8

(4) Billing

- 4.1 Billing will start and end from office premises or designated place, whichever is less and not from and with the taxi stand i.e. counting of distance will be from the starting point of the user and closing at the point where the user completes his/her journey. If the user terminates/ends his/her journey beyond 10 KM from Udyog Bhawan, such extra distance may be calculated from Udyog Bhawan or garage, whichever is less.
- 4.2 All vehicles must report to the Section Officer (Admn. Genl) Ministry of Steel or the end user as the case may be, on requisition, where meter reading will be noted and then proceed to the destination on all days except Sundays or Holidays. On Sundays and National Holidays, the vehicle may directly report to the user where meter reading should be got noted by the user. No vehicle shall be in the name of any Employee or close relative of Ministry of Steel.
- 4.3 No night charges will be payable. For extra charges, either extra KM or extra hour should be taken into consideration on a particular hour and both at the same time.

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- 4.4 No advance payment will be made by the Ministry of Steel. 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.
- 4.5 In case a vehicle is requisitioned and the same does not reach at the required time and place, Ministry of Steel 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
- 4.6 Toll tax, Entry tax, permit fee for crossing border, if any, parking charges will be borne by Ministry of Steel, for which the original receipt should be verified by concern officer. The bill raised by the firm shall have all tax registration numbers printed on the bills. The typed bill should be submitted to Admin General Division (Room No -74), Ministry of Steel and payment will be generally made in 21 days from the date of receipt of the typed/computer printed bill.
- 4.7 In case condition of a vehicle is not found to be satisfactory or break-down of the vehicle or non-availability of driver, the firm must provide replacement immediately at its own cost. No payment will be made for cars found in unacceptable state/condition.
- 4.8 Rates of hiring the vehicles will be fixed during period of contract and no request for revision of rates will be entertained under any circumstances.
- 4.9 All the charges towards repair/servicing, perks and allowances of the Driver, fuel expenses, insurance of the vehicle and any other incidental expenses on operations & maintenance of the hired car would be borne by the firm.
- 4.10 Payment will be made through ECS only to the account of the firm on submission of pre receipted typed bill in triplicate. No cash/cheque payment will be made by Ministry of Steel. Firm has to provide bank details along with technical bids.

(5) Risk Hire Clause

- 5.1 This Ministry will not be responsible for any challan, loss, damage or accident to the vehicle and/or any other vehicle and/or injury. The car would be insured in all respects by the firm. 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.
- 5.2 All liabilities, arising out of any legal dispute, accidents, etc. shall be borne/ paid by the firm and the Ministry of Steel shall not be liable in any manner whatsoever. The firm will bear all the financial implications due to accident to the vehicle, or injury to driver and/or passenger.
- 5.3 In the event of the contractor backing out of the contract midstream without any explicit consent of the Ministry of Steel 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 from performance security. The bill amount of the month would also be forfeited and even pending bills will be adjusted against expenses made by Ministry on additional transportation cost due to contractors backing out in between the contract period.



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- 5.4 If the contractor after submission of bid and due acceptance of the same i.e. after the award of contract, fails to abide by the terms and conditions of these tender documents, or fails to complete his contract period or at any time repudiates the contract, the Ministry of Steel will have the right to forfeit the EMD or the Performance Security Deposit.
- 5.5 The firm shall comply with all statutory enactments/provisions in relation to services offered by them. Compensation and connected expenses, whatsoever, in case of any casualty (unforeseen) shall be borne/paid by the firm.

(6) Eligibility & Tender Conditions

- 6.1 The firm should be providing such services in at least 5 Government Ministries/Departments/ PSUs/Corporate, etc and must upload satisfactory performance certificate from such Government Ministries/Departments/ PSUs/Corporate, etc.
- 6.2 The rates should be quoted as per proforma in annexure V to VII (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 online by the firm.
- 6.3 The firm 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 submitted online along with the tender.
- 6.4 The successful firm should submit a signed copy of the terms and conditions stipulated for award of the contract, conveying his acceptance of the same.
- 6.7 Selection of the L-1 tender will be based on the rates quoted by the agencies as required in the Annexure-V [monthly charges for 7 days a week (2,400 Kms per month and 300 hrs per month)], Annexure VI [monthly charges for 7 days a week (2,000 Kms per month and 250 hrs per month)] and Annexure-VII (charges on daily basis).
- 6.8 The firm will have to upload online 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.
- 6.9 The tenders of only those firms which satisfy all the requirement/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.
- 6.10 Jurisdiction for legal disputes, if any, arising during the currency of the contract will be Delhi courts only.
- 6.11 Request for extension of opening date of tenders will not be considered.



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(7) Penalty Clauses

7.1 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. 50,000/- (Rupees Fifty thousand only) will be forfeited.

(8) Arbitration

- 8.1 In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Steel. The provisions of Arbitration and conciliation Act, 1996 (No 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The expense of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 8.2 Pending the finalization of a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

(9) Earnest Money Deposit and Performance Security Deposit

- 9.1 Firms shall have to deposit Earnest Money Deposit (EMD) of Rs. 10,000/-(Rs. Ten thousand only) in the form of Demand Draft/Pay Order in favour of the Pay and Accounts Officer, Ministry of Steel, New Delhi alongwith the tenders. EMD should remain valid for a period of 45 days of opening of tender. Offer not accompanied by earnest money of the requisite amount will summarily rejected. EMD will be refunded to the unsuccessful firm. No interest shall be payable on EMD.
- 9.2 The scanned copy of the Earnest Money deposit must be uploaded with the bid and original of the same should be dropped in a sealed envelope superscripted with the words "RC for Hiring vehicles" latest by 1500 hours on 24.10.2016 in the Tender Box installed outside the Room NO. 64, G Wing, Udyog Bhawan, New Delhi 110107. The successful agency will have to deposit a Performance Security Deposit of Rs. 50000/-(Rs. Fifty thousand only) in the shape of F.D.R./ in the name of the Pay and Accounts Officer, Ministry of Steel, New Delhi within 10 days of award of contract. The Performance Security Deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the awardee. 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. The firms who are exempted from submission of EMD shall be dealt as per General Financial Rules, 2005 subject to submission of an undertaking from the firm seeking such exemption. Copies of relevant certificates/documents regarding such exemption should be submitted alongwith the bid
- 9.3 If the firm, at any point of time during official duty, fails to perform duties, as directed by Ministry, the Security Deposit will be forfeited and contract will cancelled forthwith without any notice by the Ministry.

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10. The firms are required to upload copies of the following documents along with the Bid, failing which their Bids shall be summarily/uprightly rejected and will not be further considered.

Technical Bid -

- (i) Scanned copy of Annexure-II (information furnished by the firm for evaluation of technical bids)
- (ii) Scanned copy of all the documents specified in Annexure -II must be uploaded.
- (iii) Bank Mandate Form (Annexure III)

Financial Bid - Scanned copy of Annexure - V to VII

- 11. Conditional and incomplete bids shall be treated as unresponsive and shall not be considered and these bids will be rejected out-rightly at the very first instance. The bids must remain valid for a period of 60 days after the opening of financial bids.
- 12. The Competent authority of Ministry of Steel, Udyog Bhawan, New Delhi reserves the right to annul any or all bids without assigning any reason.
- 13. The bidder shall quote the bids only as per the format enclosed at Annexure-VI and Annexure-VII in pdf format.

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Annexure-II

INFORMATION FURNISHED BY THE FIRM FOR EVALUATION OF TECHNICAL BIDS S. **Particulars** Details to be given No. 1. (a) Name of the Firm (b) Address of the Firm (c) Name of Proprietor (d) Registration No (Proof to be attached) (e) Telephone No. & Mobile No. (f) Email Address 2. PAN Number (copy to be enclosed) 3. TIN Number (copy to be enclosed) 4. Service Tax Registration Number (copy to be enclosed) 5. List of Government Ministries/Departments to whom service is provided by the firm (copy to be enclosed) Details of EMD (Copy must be uploaded) 6. (i) Amount (ii) DD No. (iii) Date (iv) Issuing Bank 7. Whether terms and conditions of the tender is acceptable or not? List of at least 20 Vehicles registered 8 exclusively in the firm/proprietor along with registration number. (RCs to be uploaded) Annual Turnover (in ₹) (Copy of financial 2013-2014 Rs statement of account like Balance Sheet, Profit 2014-2015 Rs 2015-2016 and Loss Account to be enclosed) Rs 10 Mandate from certified by bank

This is certified that the above information are true and correct to the best of my knowledge and belief. It is also certified that neither the Firm is black listed by any Government Ministries/Departments nor any criminal case is registered/pending against the Firm or its owner/partner anywhere. Further, it is certified that I/we have read and understood the terms and condition of the Notice Inviting Tender (NIT) G). 21019/01/2016-Adm (G) dated 27.09. 2016 and will abide by them till the completion of the contract period. We are also willing to supply taxi on credit basis and we understand that settlement of bills may take some time.

(Signature of the authorized person)

Date : Place :

Name:

Designation:

Seal:

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DETAILS OF BANK ACCOUNT

S.	David and a sectionic	Fund Transfer (NEFT) Facility For Receiving Payments)
	Particulars	To be filled by the bidder
No.		
l .	Name of Account Holder	
2.	Address of Account Holder	
		·
3.	Name of the Bank	
4.	Name and Address of Branch	
		, and the second
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user institute responsible.

(Signature of Account Holder)

Date :

Place :

Name:

Designation:

Seal:

Note: Please attach a photocopy of cheque

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Anneure- IV (Penalty Clauses)

SN	Problems	Penalty
I.	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 1st day
		Rs 500.00 per day for 2 nd consecutive day.
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 will hire a taxi to reach the destination and payment on this account 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 is 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 \overline{a} Rs 500.00 per day.
8.	Driver's misbehavior	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 2013 model will NOT be accepted.



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Annexure-V

FINANCIAL BIDS for hiring of vehicles on Monthly basis (Amount in Rupees)

S. No	Particular	Maruti WagonR/Indica (Non - AC)	Swift Dzire (AC)	Maruti Ciaz (AC)	Toyota Etios (AC)	Toyota Innova (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				a 3	
3.	Charges for extra Hr. beyond the limit of 300 hrs per month		. 4			

It is certified that all terms and conditions listed in this NIT are acceptable to us.

(Signature)

Name and address of Firm

Seal of the Firm

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FINANCIAL BIDS for hiring of vehicles on Monthly basis (Amount in Rupees)

S. No.	Particular	Maruti WagonR/Indica (Non - AC)	Swift Dzire (AC)	Maruti Ciaz (AC)	Toyota Etios (AC)	Toyota Innova (AC)
1.	Fixed monthly charges for 7 days a week (2000 kms per month and 250 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 listed in this NIT are acceptable to us.

(Signature)

Name and address of Firm

Seal of the Firm

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Annexure-VII FINANCIAL BIDS for hiring of vehicles on <u>Daily</u> basis (Amount in Rs)

S. No.	Particular	Maruti WagonR/Indica (Non - AC)	Swift Dzire (AC)	Maruti Ciaz (AC)	Toyota Etios (AC)	Toyota Innova (AC)
1.	Full day (80 kms and 10 hrs)					
2.	Half day (40 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 listed in this NIT are acceptable to us.

(Signature)

Name and address of Firm

Seal of the Firm

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