

F.No. 1-3/2011-S&S  
Government of India  
Ministry of Human Resource Development  
Department of Higher Education  
(S&S Section)

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New Delhi, the 19 September, 2011

**Subject:- Hiring of Commercial Vehicles (with AC facility) for the official use in the Ministry of Human Resource Development – on rate contracts basis – reg.**

SEALED TENDERS are invited on behalf of the President of India from reputed Tours and Travel Agencies / Firms having **an annual turnover of ₹ 50 lakh** or more for the last two years ( during each year) in the business of tours and travel / taxi operation, for hiring of commercial vehicles (with AC facility) for official use of the Ministry of Human Resource Development.

**1. Instructions to the tenderers**

Quotations will be in two bid system (i) Technical Bid & (ii) Financial Bid. The 'Technical Bid' will be made and put in the first envelope containing the title 'Technical Bid'. It should contain full information as required in Annexure-I. The 'Financial Bid' will be made and put in a second envelope containing the title 'Financial Bid'. It could include full information as required in Annexure-II. Both bid should be put in a third envelope which should be prominently superscribed as "QUOTATIONS FOR HIRING OF COMMERCIAL VEHICLES (WITH AC FACILITY) ON MONTHLY BASIS" and addressed to the Under Secy. S&S, Ministry of Human Resource Development, Room No.123-C, Shastri Bhawan, New Delhi 110001. It should be dropped in the **Tender Box** provided at the Facilitation Centre / Information Centre of the Ministry of Human Resource Development at Gate No.6 on or before 3.00 PM on or before **19.10.2011**. In the event of this procedure not being followed, the bid will be summarily rejected. The 'Technical Bid' will be evaluated first. The 'Financial Bid' will be evaluated only if the tenderer's 'Technical Bid' is found satisfactory in all respect by the tender committee. The tenderer will have no rights whatsoever to insist that his 'Financial Bid' be evaluated in the event of the tender committee rejecting his 'Technical Bid' as unsatisfactory. The quotations will be opened on the same day at **03:30 PM**. Interested Parties or their authorized representatives who wish to be present at the time of opening of the quotations may remain present.

**2. Period of Contract**

The contract will be for a period of one year which can be extended further subject to satisfactory performance of the contractor and will also depend upon the price trend for the services/products in the market on the date of extension.

**3. Scope of Work**

- i) The department requires approximately 14 vehicles on Monthly basis. The vehicles required are Indigo/Swift Dzire/SX4/Hyundai Accent/Innova or equivalent category. All the vehicles will be of AC type. The number of

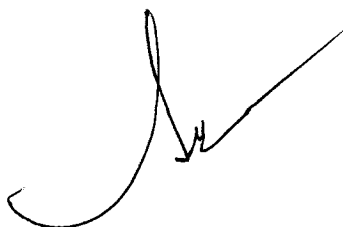


vehicles may increase or decrease at the discretion of the Ministry. The type/make of vehicle to be hired will be the sole discretion of the Ministry.

- ii) The vehicles to be supplied should be in excellent condition mechanically as well as get-up wise, i.e. outer body / upholstery etc. should be decent looking.
- iii) The owner/firm should be in a position to supply vehicles on short notice as and when needed.
- iv) The owner/firm should be available round the clock on his own direct telephone (office as well as residence) so as to respond to the call for taxis in emergent cases. The Mobile Number must also be given. The firm should be able to provide vehicles on holidays / Sundays also.
- v) The rates for hiring of vehicles should be quoted for 2400/2200 kms and 300/275 hours (6 days in a week) per month. The vehicles may be required on Sundays/holidays for official purpose like meetings, conferences etc. On these occasions the vehicle/driver may be changed at the convenience of the service provider.
- vi) The vehicle with the Driver would be placed at the disposal of this Department as and when required. This Department would be free to use the hired vehicle in any manner for carrying officials, material etc. as per its requirements and the firm will not have any objection to it.
- vii) The vehicle would be used by this Department for a minimum of 10 hrs on each day, when the vehicle is hired. The hired vehicle could be used on any day beyond 10 hrs., if required.
- viii) It must be noted that vehicles should have the permit to go to NCR region.
- ix) **Actual parking charges/toll taxes, entry taxes/inter-state for journeys/service taxes will be reimbursed along with the hiring charges bill. The bills raised by the firm should have all tax registration numbers printed on the bills.**
- x) 24 hours/round the clock telephone/mobile phone facility must be available with the transporter / agency.

#### **4. Eligibility Criteria**

- i) The firms should have at least 2 years of experience in the tour and travel business in providing vehicle / taxi in the Government Sector and should have an annual turnover of ₹ 50 lakh or more for the last two years.



For proof of the turnover the bidder must enclose copies of TDS certificates issued by the concerned Department or audited balance-sheet and profit & loss account issued by Chartered Accountant.

- ii) The firm should also have Service Tax No./TIN No. and PAN card issued by Income Tax Department.

## **5. Earnest Money Deposit**

The quotations should be accompanied by Earnest Money Deposit of ₹ 50,000/- (Rupees Fifty Thousand only) in the form of Account Payee Demand Draft from any of the commercial banks in an acceptable form, drawn in favour of **Pay & Accounts Officer(Education), Department of Higher Education, Shastri Bhawan, New Delhi – 110001**, without which the quotations will not be considered. The earnest money will be returned to all the unsuccessful tenderers after finalization of the Contract.

## **6. Performance Guarantee (Security Deposit)**

The successful bidder shall give performance security in the form of Account Payee Demand Draft/Fixed Deposit Receipt from a commercial bank amounting to 10% of the total estimated cost in favour of the Pay & Account Officer (EDU), Department of Higher Education, Shastri Bhawan, New Delhi-110001. Performance Security should remain valid for a period of Sixty days beyond the date of completion of all contractual obligations of the contractor. The Security Deposit will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the Department that the contractor firm may invite upon themselves due to any of the reasons specified above. A format of Bank Guarantee for Security Deposit is enclosed at Annexure-III.

## **7. Terms and Conditions**

- i) The garage of the firm should be located within the periphery of 8 kilometres from Shastri Bhawan. **There will be no dead mileage.** The kilometerage 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.
- ii) No mileage will be allowed to drivers for lunch / breakfast or for drawal of petrol / diesel / CNG etc.
- iii) Rate has been called for 2400/2200 km & 300/275 hours per vehicle per month. This office has proposed to engage approximately 14 vehicles per month and monthly engagement of vehicle will be considered only when vehicle is hired for more than 15 days in a month. And for less than 15 days engagement payment will be made on pro-rata basis.



- iv) **In case of increase/decrease in fuel price, hiring charges may be increased/decreased per vehicle. Rates would be revised only if increase/decrease is +/- ₹ 5.00 per litre in fuel, from the rate quoted at the time of contract and would be effective from 1<sup>st</sup> of the following month. This increase/decrease can be in one go or in parts. If these changes are in parts, then whenever ₹5/- per litre is crossed in total, it will be made effective. Percentage (%) increase/decrease may be indicated by the tenderer in the Financial Bid at Para IV of Annexure-II. No revision would be allowed during that month. In this regard, decision of the Competent Authority will be final.**
- v) **The vehicles should be in excellent condition mechanically as well as get-up wise, i.e. outer body / upholstery etc. should be decent looking. The vehicle should be provided perfumes all the time as well as perfect working condition and are well maintained during the contract period. None of the vehicles supplied should be registered prior to 2010. Proof of the same may be provided at the time of contract.**
- vi) Copies of Registration Certificates and insurance in respect of vehicles to be deployed shall have to be provided to this Ministry at the time of finalization of contract.
- vii) The drivers of the taxis should be professional drivers and should be fully conversant with the routes of Delhi especially **Central and South Delhi areas around Central Secretariat** and should possess valid driving license in his name. The drivers will always be in uniform and they must be well conversant with the areas and routes around Central Ministries. He should have at least three years' of experience of driving. **Drivers not found upto the mark as per above condition will not be accepted and penalty of ₹1,000/- on each occasion will be imposed. The driving license of drivers should be produced at the time of contract.**
- viii) The owner/firm should be in a position to provide standby vehicle in case of any breakdown.
- ix) All expenses will have to be borne by the firm in case of breakdown of the vehicle supplied. Replacement of the breakdown vehicle will have to be provided within one hour.
- x) The owner/firm should be available round the clock on his own direct telephone/mobile phone (office as well as residence) so as to respond to the call for vehicles in emergent cases. The firm should be able to provide vehicles on holidays / Sundays also.



- xi) All the charges towards repair/servicing, salary of the Driver, petrol expenses, any other incidental expenses on operations & maintenance of the hired vehicle would be borne by the contracted tenderer.
- xii) The vehicle would be insured in all respects by the contracted tenderer. In case of any accident or theft etc. all the claims arising out of it will be met by the Agency and this Department shall not be liable in any matter whatsoever. Copies of insurance cover in respect of vehicles to be deployed in the Ministry shall have to be furnished at the time of contract.
- xiii) The vehicle with the Driver would be placed at the disposal of this Department. This Department would be free to use the hired vehicle for carrying officials, documents, stationary etc. as per its requirements and the firm will not have any objection to it.
- xiv) The vehicle would be used by this Department for a minimum of 10 hrs on each day, when the vehicle is hired. The hired vehicle could be used on any day beyond 10 hrs., if required.
- xv) **If required the Department may hire vehicles on daily basis also. The mode of hiring of vehicles i.e. on monthly basis or daily basis would be at the sole discretion of the Department as per requirement.**
- xvi) In case the vehicle provided to this Department breaks down, during the period of hire, the firm will immediately provide replacement.
- xvii) Jurisdiction for legal disputes, if any arising during the currency of the contract, will be Delhi only.
- xviii) Tenderers may please quote their unconditional rates strictly in the attached proforma. Cutting/overwriting, if any, compulsorily needs to be countersigned.
- xix) It must be noted that vehicles should have the permit to go to NCR region.
- xx) **Actual parking charges/toll taxes, entry taxes/inter-state for journeys/service taxes will be reimbursed along with the hiring charges bill. The bills raised by the firm should have all tax registration numbers printed on the bills.**
- xxi) No advance payment, in any case, would be made to the firm.
- xxii) The firm will obtain the duty slips every day duly signed by the officer and will maintain the log book also daily.
- xxiii) The Bills for hiring of vehicles would be submitted after the completion of the month. Bills for supply of commercial vehicles (with AC facility) for any month along with signed duty slips and Log-sheets by the users shall be preferred in



the first week of the following month to the Under Secretary (S&S), D/o Higher Education for payment.

- xxiv) The customer's list of Ministries/Departments/ PSUs etc. who have contracted your firm for hiring of vehicles may be enclosed while submitting quotations.
- xxv) The Drivers must be decently dressed in uniform and cap with black shoes, proficient in speaking local languages, well mannered, courteous with proven integrity, healthy personal habits and **should always carry a mobile phone** with him. In the event of misbehaviour on the part of drivers the Department shall impose penalty as deemed fit on the firm.
- xxvi) The Ministry will not be responsible for any challan, loss, damage, fine or accident to the vehicle or to any other vehicle or injury. These will be borne by the contractor himself.
- xxvii) The EMD will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violate any other terms & conditions of the tender.
- xxviii) The daily record (indicating time and mileage) for each vehicle separately shall be maintained in the Log Book for each vehicle.
- xxix) The Ministry reserves the right to cancel the contract at any time without assigning any reasons whatsoever.

## **8. Penalty Clause**

- i) In case a vehicle is requisitioned and the same does not reach at the appointed time and juncture, the Ministry 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. **Besides, a penalty of ₹1,000/- per day would be imposed for every such lapse.**
- ii) The firm will ensure that vehicles and the drivers are not normally changed. Frequent changes of vehicles and drivers will not be permitted. A penalty of ₹1,000/- will be imposed every time if driver is changed more than once in two month's time without any valid reason.
- iii) In case of delay in reporting, a penalty of ₹ 500/- per 30 minutes delay shall be imposed.
- iv) **A penalty of ₹1,000/- per day per vehicle may be levied if any vehicle fails to meet the above terms and conditions on any day. Vehicles 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 users or the inspecting Officer, a penalty of ₹1,000/- on each fault will be imposed.**



- v) **Major Penalty - Forfeiture of Performance Guarantee in full (for any defect pointed out and not rectified in one week).**

**9. Risk Clause**

Department reserves the right for termination of contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of the bidder and excess expenditure incurred on account of this will be recovered by the department from his security deposit or pending bill or by raising a separate claim. The Performance Guarantee shall also be forfeited to the Department in case of termination.

**10. Arbitration Clause**

Department reserves the right to cancel the tender or modify the requirement, cancel the contract and settle any dispute that may arise in accordance with the provisions of Arbitration & Conciliation Act, 1996.

- 11.** The Ministry of Human Resource Development reserves the right to reject any or all the quotations without assigning any reason thereof.

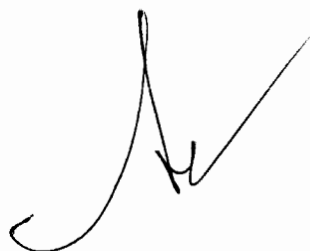
Yours faithfully,

  
(S.K. MISHRA)

Under Secretary to the Government of India  
Tel. No.23073109

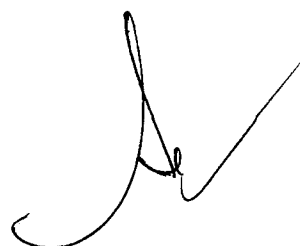
Copy to:-

1. Programmer, CMIS, Ministry of Human Resource Development – with the request that this may be placed appropriately on the official website of the Ministry.
2. All Notice Boards
3. All Ministries & Departments of Govt. of India
4. As per list



**TECHNICAL BID**

1.	Name of the firm / company / Agency (Registration No. and Certificate of Registration to be provided)		
2.	Complete Address & Telephone Number		
3.	Location of the Garage with telephone no./mobile no. and address from where vehicles will be supplied.		
3A.	Size of the Garage (sq. feet) (ownership/lease document to be provided)		
4.	Whether EMD of ₹ 50,000/- enclosed in the form of Bank Draft / Pay Order		
5.	Proof of Annual Turn Over in the above mentioned work not less than ₹ 50 Lakh per annum in each of the last two years: 2009-10 2010-11 (Proof required to be enclosed in the form of TDS certificates or audited balance sheet and profit & loss A/c issued by Chartered Accountant for both the years)		
6.	Number of years of experience in providing vehicles in the Government Sector.		
7.	Name & Address of the Departments / Ministries and other organisations where, at present, taxis are engaged on regular / monthly basis ( <b>self certified duly stamped copies of contract letters be attached</b> ).		
8.	PAN Number ( <b>with proof</b> ) <u>enclose document</u>		





9.	15 Digit Service Tax Code No./ TIN No. ( <b>with proof</b> ) <u>enclose document</u>		
10.	Name, Address & Telephone Number of the proprietor		
11.	PAN No. of Proprietor (Copy enclosed)		
12.	Annual Income Tax Return for three years (Copies to be enclosed)		
13.	Details of Registered Vehicles (date of registration/owner name etc./ R.C. as proof)		

**Note:** Please enclose the documents required above failing which tender may be rejected.

(Signature with name & address)



**FINANCIAL BID****I. MONTHLY HIRE BASIS****2400 Kms & 300 Hrs / Per Month**

Make of the Vehicle	Rates for 2400 kms and 300 hrs per month	Rates per additional hour beyond 300 hours	Rates per additional kilometer beyond 2400 km
TATA Indigo			
Swift Dzire			
SX4			
Hyundai Accent			

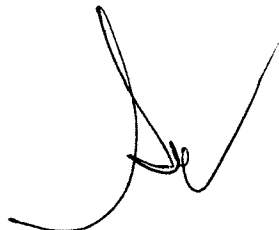
**II. MONTHLY HIRE BASIS****2200 Kms & 275 Hrs / Per Month**

Make of the Vehicle	Rates for 2200 km & 275 hours per month	Rates per additional hour beyond 275 hours	Rates per additional kilometer beyond 2200 km
TATA Indigo			
Swift Dzire			
SX4			
Hyundai Accent			

**III. DAILY HIRE BASIS****80 Kms & 10 Hrs / Day**

Make of the Vehicle	Rates for 80 km & 10 working hours per day	Rates per additional hour beyond 10 hours	Rates per additional kilometer beyond 80 km
TATA Indigo			
Swift Dzire			
SX4			
Hyundai Accent			
Innova			
Xylo			
Scorpio			

**Note:** None of the vehicles supplied should be registered prior to 2010.



**IV. PERCENTAGE INCREASE/DECREASE IN RATES IN CASE OF INCREASE/DECREASE OF ₹ 5 PER LITRE IN THE RATES OF OIL (PETROL OR DIESEL)**

<b>Change in Fuel Prices (in Rs.)</b>	<b>Percentage changes in rates*</b>
<b>Increase/decrease of ₹ 5 per litre in fuel price</b>	

**\*Important Note:** It must be noted that the lowest % of changes in rates quoted amongst all the bidders will be applicable on the successful bidder who has been awarded the contract.

- **Ranking of L-1 shall be decided by only lowest rate for I, II & III**
- None of the vehicles should be registered prior to 2010.
- Percentage (%) increase and decrease whenever total increase or decrease in the rate of oil (Petrol or Diesel) is  $\pm$  ₹ 5 per litre from the date of contract. This increase/decrease can be in one go or in parts. If these changes are in parts then whenever ₹ 5/- is crossed in total, it will be made effective.
- **The prices quoted should be fully typed, no hand written quotation shall be accepted.**

Name and Signature of the  
Authorized signatory with seal & date

**Note:** None of the vehicles supplied should be registered prior to 2010.



**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To

The President of India

**WHEREAS**

.....  
.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated ..... to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reason for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the..... day of....., 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer  
.....

.....  
Seal, name & address of the Bank and address of the Branch

