

F. No. 1-2/2012-S&S
Government of India
Ministry of Human Resource Development
Department of Higher Education
(S&S Section)

New Delhi, the 19 March, 2012

Subject:- Hiring of cars 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 located in NCR (New Delhi, Noida, Ghaziabad), having **an annual turnover of over ₹ 25 lakh** or more for the last two years (during each year) in the business of tours and travel / taxi operation, for hiring of cars 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 must 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 CARS ON DAILY BASIS”** and addressed to the Under Secretary (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 **16th April, 2012**. 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. **No hand written quote in Financial Bid shall be accepted.**

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.

Sanjeev
79/13/12

3. Scope of Work

The Ministry requires around 11 vehicles on daily basis. The vehicles required are Indica/WagonR/Santro. The number of vehicles may increase or decrease at the sole discretion of the Ministry. The type/make of vehicle to be hired will be the sole discretion of the Ministry.

4. Eligibility Criteria

- i) The firms must be located in NCR (New Delhi, Noida, Ghaziabad).
- ii) The firms must have at least 2 years of experience in the tour and travel business in providing vehicle / taxi in the Government/Semi Government Sector/Autonomous Bodies.
- iii) The firms must have an annual turnover of ₹ 25 lakh or more for the last two years (during each year - 2009-10, 2010-11).
- iv) **The firm should possess at least 11 vehicles of the type indicated at para 3 above i.e. Indica/WagonR/Santro which should be registered in the name of the Firm or in the name of owner. None of the vehicles supplied should be registered prior to 2010. If the firm has not 11 vehicles registered on or after 2010, they should possess at least 7 such types of vehicles (Indica/WagonR/Santro) as on the date of application and balance 4 should be purchased within of 30 days from the date of offer of contract. Failing which offer will be rejected.**
- v) The firm should also have (i) Service Tax No. and (ii) PAN Number 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/Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form, drawn in favour of Pay & Accounts Officer(Education), Ministry of Human Resource Development, 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. A format of Bank Guarantee for EMD is enclosed at Annexure-III.

6. Performance Guarantee (Security Deposit)

The successful bidder shall give performance security in the form of Fixed Deposit Receipt/Bank guarantee from a commercial bank amounting to ₹ 1,50,000/- (Rupees One Lakh Fifty Thousand only) 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 including warranty obligations. 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 or 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-IV.

7. Terms and Conditions

- i) The garage of the firm should be located in the NCR.
- ii) **There will be no dead mileage in any case.**
- iii) Normally, **Shastri Bhawan will be the focal point** for the kilometerage for the purpose of “vehicle run” and “hours of duty” .
- iv) In case the vehicle is asked to report at any other point other than Shastri Bhawan, then the place of reporting will be considered for calculation of the kilometerage and hours of duty for to and fro journey. No dead mileage will be allowed in this case also.
- v) No mileage will be allowed to drivers for lunch / breakfast or for drawal of petrol / diesel / CNG etc. There will be no dead mileage in any case.
- vi) **The vehicles should be in very good 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. Bids must accompany copies of RCs of vehicles. The firm should possess at least 11 vehicles of the type indicated at para 3 above i.e. Indica/WagonR/Santro which should be registered in the name of the Firm or in the name of owner. None of the vehicles supplied should be registered prior to 2010. If the firm has not 11 vehicles registered on or after 2010, they should possess at least 7 such types of vehicles (Indica/WagonR/Santro) as on the date of application and balance 4 should be purchased within of 30 days from the date of offer of contract, failing which offer will be rejected.**

Sanjay
12/13/14

- vii) The cars 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. The vehicle should be provided with perfumes all the time.
- viii) The owner/firm should be in a position to supply car on short notice as and when required.
- ix) 24 hours / round the clock telephone facility must be available with the transporter/agency.
- x) 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 must be well conversant with the areas and routes around Central Ministries. They will be decently dressed, proficient in speaking local languages, well mannered, courteous with proven integrity, healthy personal habits and **should always carry a mobile phone** with him. **Drivers not found upto the mark as per above condition will not be accepted and penalty of ₹ 500/- per day will be imposed.**
- xi) The owner/firm should be in a position to provide standby taxi in case of any breakdown.
- xii) All expenses will have to be borne by the firm in case of breakdown of the vehicle supplied. Immediate replacement of the breakdown vehicle will have to be provided.
- xiii) 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 should also be given. The firm should be able to provide taxis on holidays / Sundays also. Vehicle should report within half hour after placing the requirement from S&S Section.
- xiv) All the charges towards repair/servicing, salary of the Driver, petrol expenses, any other incidental expenses on operations & maintenance of the hired car would be borne by the firm.
- xv) The car would be insured in all respects by the firm. 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.
- xvi) The car with the Driver would be placed at the disposal of this Ministry as and when required. This Ministry would be free to use the hired car in any manner for carrying officials, material etc. as per its requirements and the firm will not have any objection to it.

- xvii) The car would be used by this Ministry for a minimum of 10 hrs on each day, when the car is hired. The hired car could be used on any day beyond 10 hrs., if required.
- xviii) In case the car provided to this Department breaks down, during the period of hire, the firm will immediately provide another car.
- xix) Jurisdiction for legal disputes, if any arising during the currency of the contract, will be settled in Delhi courts only.
- xx) Tenderers may please quote firm & fix rates strictly in the attached proforma. **No hand written quote in financial bid shall be accepted.**
- xxi) It must be noted that vehicles should have the permit to go to NCR region and **no extra payment for taxes/octroi will be made by the department if the vehicle will have to go to NCR on any occasion.**
- xxii) No advance payment, in any case, would be made to the firm.
- xxiii) The firm will obtain the duty slips every day duly signed by the officer and will maintain the log book indicating time and mileage for each vehicle separately.
- xxiv) The Bills for hiring of cars would be submitted after the completion of the month. Bills for supply of DLY cars for any month along with signed duty slips and Log-sheets signed by the users shall be submitted in the first week of the following month to the Under Secretary (S&S), D/o Higher Education for payment.
- xxv) The customer's list of Ministries/Departments/ PSUs etc. who have contracted your firm for hiring of cars may be enclosed while submitting quotations.
- xxvi) The Ministry will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury.
- 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 Ministry reserves the right to cancel the contract at any time without assigning any reasons whatsoever.

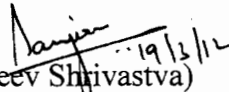
8. Penalty Clause

- 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 ₹ 500/- 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 ₹ 500/- will be imposed for frequent change of drivers.
- iii) In case of delay in reporting, a penalty of ₹ 50/- per 15 minutes delay shall be imposed.
- iv) **A penalty of ₹ 500/- 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 4(iv) and 7(vi), 50% of the charge of that day will be deducted.**

9. Risk Clause

The Ministry 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 Ministry from his security deposit or pending bill or by raising a separate claim.

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


(Sanjeev Shrivastva)
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. Central Public Procurement Portal


19/13/11

TECHNICAL BID

1.	Name of the firm / company / Agency	
2.	Complete Address & Telephone Number	
3.	Location of the Garage with telephone No. and address from where vehicles will be supplied.	
4.	Distance of garage from Shastri Bhawan	
5.	Whether EMD of Rs. 50,000/- enclosed	
6.	Annual turnover of the firm for last two years (with proof) in the form of CA's certificate/Last 2 years balance sheet / profit & loss A/C duly certified by CA with his registration No.	
7.	* Total number of vehicles (of the type/make Indica/WagonR/Santro) registered not prior to 2010 available with the Agency. These vehicles must be registered in the name of Firm/owner. (enclose copies of RCs)	
8.	Number of years of experience in providing taxis in the Government/Semi Government Sector/Autonomous Bodies.	
9.	Name & Address of the Departments / Ministries and other organizations where, at present, taxis are engaged on regular / monthly basis (self certified duly stamped copies of contract letters be attached).	
10.	PAN Number (with proof)	
11.	15 Digit Service Tax Code No./ VAT/TIN A/c number (with proof)	
12.	Name, Address & Telephone Number of the proprietor	

***It must be noted that the bidder must possess at least 7 vehicles of the types of Indica/WagonR/Santro registered not prior to 2010 as on the date of application and balance 4 should be purchased within of 30 days from the date of offer of contract. Failing which offer will be rejected.**

(Signature with name & address)

Dangin
- 19/13/12

FINANCIAL BID

ANNEXURE-II

FINANCIAL BID SHOULD BE QUOTED ONLY IN TYPED LETTERS. HAND WRITTEN WILL BE SUMMARILY REJECTED.

I. DAILY HIRE BASIS

80 KMs & 10 Hrs/ Day

Make of the Car	Rates for 80 km & 10 working hours per day		Rates per additional hour beyond 10 hours		Rates per additional kilometer beyond 80 kms	
	AC	NON-AC	AC	NON-AC	AC	NON-AC
Indica/WagonR/Santro						

II. DAILY HIRE BASIS

40 Kms & 5 Hrs/ Day

Make of the Car	Rates for 40 km & 5 working hours per day		Rates per additional hour beyond 5 hours		Rates per additional kilometer beyond 40 kms	
	AC	NON-AC	AC	NON-AC	AC	NON-AC
Indica/WagonR/Santro						

I hereby declare that I have read all the terms & conditions of the tender documents and undertake to abide by them especially clause 8(ii to v) of the tender document.

(Signature with name & address)

Sanjay
19/3/12

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas

(hereinafter called the "tenderer")

has submitted their offer dated

(hereinafter called the "tender")

against the purchaser's tender enquiry No.....

KNOW ALL MEN by these presents that WE

of having our registered office

at..... are bound

unto.....(hereinafter called the "purchaser")

In the sum of

for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of 20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

WE undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due owing to the occurrence of one or both the two conditions, specifying the occurred conditions or conditions.

This guarantee will remain in force up and including 45 days after the period of the tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(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

Handwritten signature and date: 19/3/12

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

Signature 19/3/12