

Terms and Conditions

for

**Engagement / empanelment of agencies to provide vehicles (Taxis)
on hire on daily basis**

**CSIR - HUMAN RESOURCE DEVELOPMENT CENTRE,
KAMLA NEHRU NAGAR, GHAZIABAD – 201002**

To

**TENDER DOCUMENT FOR PROVIDING CARS ON HIRE BASIS AT HRDC,
GHAZIABAD**

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**HUMAN RESOURCE DEVELOPMENT CENTRE
(Council of Scientific and Industrial Research)
Central Govt Enclave, Kamla Nehru Nagar,
Ghaziabad – 201 002 (U.P.)
Advt No.21/Gen/2010**

**Notice inviting Tender
CONTRACT FOR HIRING OF CARS**

Sealed Tenders are invited under Two Bid system Techno-commercial Bid (Part I: unpriced) and Financial Bid (Part II: Priced) from taxi operators/ Travel agencies, with minimum turnover of ₹ 2.00 lakhs each during the last two years for providing AC and Non AC cars on requirement basis for a period of two years for the travel of departmental officers/ guest faculty between HRDC, Ghaziabad and New Delhi & back, adjoining areas of Ghaziabad to HRDC and vice- versa, or any other place of interest to HRDC. The tenderer should have the experience of providing vehicles to any government department, government approved body or any organization of repute for the last 02 years having its branch office at Ghaziabad.

Interested agencies can obtain the detailed tender document containing the terms and conditions against a written request on their own letter head from the office of Controller of Administration, HRDC, Sector-19, Kamla Nehru Nagar, Central Govt. Enclave, Ghaziabad against cash/submission of non refundable demand draft of ₹ 200/- (Rupees two hundred only) drawn on any nationalized/schedule bank in favour of HRDC payable at Ghaziabad on all working days (Monday to Friday) between 1000 to 1700 hours. The time schedule of tendering is specified below:

- i) Issue of tender document : 01.12.2011 to 15.12.2011
(10 A.M. to 5.00 P.M.)
- ii) Fee of tender document : ₹ 200/-
- iii) Last date and time for submission of tender : 16.12.2011 (upto 14.00 Hrs)
- iv) Date and time of tender opening of technical bid : 1530 Hrs. on 16.12.2011
- v) Date and time of opening of Financial bid :
will be intimated at a later stage
- vi) Earnest money Deposit (EMD) to be submitted along : ₹15,000/-
with technical bid in the form of Demand Draft only.
- vii Offer by Fax / E-mail will summarily be rejected.

This advertisement and detailed tender document are also available on HRDC website: www.csirhrdc.res.in. In case the tender document is downloaded from the website, please enclose tender fee in the form of Demand Draft along with the Technical Bid.

The Head, HRDC reserves the right to accept / reject any or all the tenders without assigning any reason.

Controller of Administration

Section – 2

Instructions to Tenderers & General Terms and Conditions of Contract

Period of contract & Extension:

1.0 Council of Scientific & Industrial Research (CSIR) is a premier public funded research & development organization in the country (refer website www.csir.res.in). Human Resource Development Centre (HRDC) at Ghaziabad (refer website: www.csirhrdc.res.in) is a training centre under CSIR which has been established to promote professional and holistic human resource development inter alia through skills and knowledge up-gradation/refurbishment of its personnel. The Centre is being developed as a well contained, residential, World-class facility.

1.1 The contract shall be for a period of two years. However, services of the agency shall be reviewed after the expiry of ONE year to enable the Centre to continue with the contract based on the services provided by the agency.

2. The tenderer should have the experience of providing vehicles to any government department, government approved body or any organization of repute for the last 02 years. Certificates to this effect are to be attached with the offer.

3. Turn over: The agency should have minimum annual turnover of Rs.2.0 lakhs each in the last two years. A copy of turnover certificate should be attached with the offer.

4.0 The cars will generally be required by HRDC for the travel of Departmental Officers/ Guest Faculty or other dignitaries between Ghaziabad and Delhi/New Delhi and back to Ghaziabad and from adjoining areas of Ghaziabad to HRDC and/or vice versa, or any other place to interest to HRDC. They may also be required for other types of journey such as carrying participants on outgoing trips etc. to NCR.

4.1. The firm/agency should be willing to provide vehicle(s) at a short notice i.e. within one hour of requisition.

4.2 Visit to any place outside Ghaziabad/NCR shall be treated as local provided it does not involve night halt.

4.3 For outstation journey(s) (excluding NCR) involving night halt charges will be payable/calculated at a flat rate as mentioned by the agency in the financial bid.

4.4 There is no guarantee of hiring of any specific number of vehicles. The agency shall have to provide as many vehicles as may be required by HRDC (CSIR) at a particular point of time.

5.0 The tenderer should have minimum four (4) number of cars out of which two (2) number of cars in the name of firm/owner and the remaining on lease in favour of the firm. The vehicles to be provided should be manufactured in the year 2008 or any subsequent years and shall have clean seat covers and good looking and should be in perfect running conditions.

5.1 The vehicles should be duly insured and should carry required documents.

5.2 Time, Place and odometer reading at the start and end of journey including details of journey shall be recorded in duty slips duly signed by the user.

Signature of Tenderer

5.3 All cars should carry first aid box, torch, stepney, tool box etc.

5.4 In case of any breakdown of vehicles on duty, it shall be the responsibility of the agency 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.

5.5 Cars shall have to be made available on all days including Sundays & Holidays, if required. The firm/agency shall maintain the vehicles in good running condition at its own cost and shall also keep a valid Pollution Control Certificate with the vehicles at all times.

5.6 The cars should be petrol / diesel / Authorised CNG / LPG driven. If the travel agencies are found using unauthorized CNG/LPG Kit during duty, no payment will be made even if the same was used by HRDC and the contract will be terminated.

5.7 The vehicles provided to HRDC by the firm should meet all the requirements of the RTO.

5.8 No mileage will be allowed for journey performed for lunch/tea of the driver. Driver should carry his lunch box along while on duty.

6.0 The drivers should be educated, able to read and write Hindi and English and possesses a valid driving license.

6.1 The drivers should have adequate knowledge of car machinery systems so that they could attend to minor faults.

6.2 The driver should be well conversant with roads and routes of New Delhi/Delhi and Ghaziabad and his operation and functions shall be governed as per motor vehicles Act and Rules.

6.3 The driver should follow the discipline at HRDC during the duty period. The driver should maintain proper dress code viz. shirt, pant and shoes. HRDC will not compromise towards punctuality, cleanliness, obedience, promptness, behaviour etc. If the driver, at any point of time during official duty, fails to perform duties as directed by HRDC, the EMD will be forfeited and contract will be cancelled forthwith without any notice by the Competent Authority.

7. HRDC (CSIR) will not be responsible for any challan, loss, damage or any accident of the vehicles or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the agency.

8. The order for providing taxis on hire basis may be given to the agency/ agencies which has / have quoted the lowest rates while meeting all the terms and conditions laid by HRDC (CSIR). However to safeguard against failure by such agency to provide desired number of vehicles, the HRDC (CSIR) will empanel other tenderers who are prepared to provide the services as per same terms and conditions of L-I party.

The procedure for hiring taxis will be as follows:

- (a) Contract agreement will be signed with the agency, which quotes the lowest while meeting all the terms and conditions laid down by HRDC (CSIR);

Signature of Tenderer

- (a) A panel will be drawn from the other bidders who are prepared to provide services on the same terms and conditions as that of L-1 (Firm who has quoted the lowest rates) tenderer.

9. The tenderer/firm should have

- (i) PAN Number, service tax No. and should attach a photocopy of the same.
- (ii) The tenderer/firm should have a latest income Tax clearance certificate and should attach a photocopy of the same.

9.1 The agency shall maintain an office with adequate staff and telephone facilities round the clock to facilitate communication. It is desired that driver will also be provided with mobile phone by the agency.

9.2 Tenderer should sign and stamp on all pages (including Annexures) of this tender document as acceptance of all terms and conditions stated herein.

9.3 Any act on the part of the tenderer to influence anybody in HRDC is liable for rejection of the tender.

9.4 The agency / agencies empanelled shall have to execute an agreement on a non judicial stamp paper of ₹ 100/- with HRDC (CSIR).

9.5 Tenders/bids not confirming to the requirement will be rejected and no correspondence thereof shall be entertained whatsoever.

9.6 Toll tax , entry tax, permit fee if any, for crossing border, parking charges will be borne by HRDC for which original receipts should be submitted.

10.0 Payments

10.1 Payments will be made through a crossed cheque drawn on SBI, Ghaziabad within one month of the receipt of pre-receipted bill in duplicate and duly supported by requisite documents after deducting the tax at source.

10.2 The calculation of mileage shall be from the reporting point to the relieving point (i.e. HRDC) and will not be calculated on garage to garage basis. Distance shall be reckoned / computed from the reporting point i.e. HRDC.

10.3 The rates so fixed during the period of engagement/empanelment shall be valid/ applicable for a period of two years. The agency may be allowed pro-rata benefits of the increase in fuel prices over 10% as and when the prices are increased by the Government. In other words the contractor will have to absorb the increase in fuel prices upto 10% and beyond 10% increase difference may be considered by the Competent Authority.

10.4 ***For the period from 15th November to 15th February, the vehicles will operate as non AC vehicles.***

Signature of Tenderer

10.5 "Full Day" would imply a run of the Taxi up to 80 kilometers and 8 hours duration.

10.6 "Half Day" duty would imply a run of the Taxi up to 45 kms. and 5 hours duration. Only if the Taxi is used beyond 5 hours duration and beyond 45 kms., payment would be made for "Full Day". For additional kms. run, charges per kms. or per hour would be payable in accordance with the quotation of the firm.

10.7 Night charges will be applicable from 11.00 P.M. to 5.00 A.M.

10.8 No night charges will be paid for vehicles called for short durations and up to 5 hours, e.g. pick-up or dropping duties.

10.9 ***HRDC will devise a sample for 'Duty Slip' to bring in transparency while requisitioning the vehicle, which will be given to the agency for HRDC duties only.***

11. Earnest Money Deposit:

The Technical Bid should be accompanied by E.M.D. of ₹ 15,000/- (₹ Fifteen thousand only) by way of Demand Draft from a nationalized Bank, drawn in favour of HRDC payable at Ghaziabad alongwith their offer. The draft number should be clearly mentioned in the tender document. The tenders which are not accompanied by the requisite EMD shall be outrightly rejected.

12. Penalty Clause

12.1 If the contractor fails to detail the vehicle at the requisitioned time or within a reasonable time of half-an-hour of the requisitioned time, the contractor is liable to serve with the penalty of Rs.500/- per duty which will be deducted from the bill preferred by the agency subsequently.

12.2 If the vehicle/driver fails to report for duty on more than two/three occasions in a month for reasons whatsoever, the contract shall be terminated forthwith and the Security Deposit will be forfeited.

12.3 HRDC will not compromise towards punctuality, cleanliness, obedience, promptness, behavior etc. of the Firm/driver. If the Firm/driver at any point of time, during official duty, fails to perform duties as directed by HRDC or the travelling officer, the Security Deposit will be forfeited and the contract will be cancelled forthwith without any notice by the competent authority.

13. The earnest money will be forfeited:

13.1 If the Tenderer withdraws his Tender during the period of Tender validity.

13.2 If in the case of the successful Tenderer, he fails to:

- (a) Sign the contract or to furnish performance security in accordance with General terms and conditions of contract.
- (b) Comply with all the terms and conditions of the agreement.
- (c) Comply with the rules and regulations set forth by Govt.

Signature of Tenderer

14. Security Deposit:-

14.1 The successful tenderer will have to deposit a security money of ₹ 40,000/- (₹ Forty thousand only) in the form of Demand Draft, drawn in favour of HRDC within 10 days of the Work Award letter. No interest on this security deposit will be paid by HRDC. Earnest money deposit (₹ 15,000/- (₹ Fifteen thousand only) will be adjusted against security deposit of successful bidder and shall remain with the HRDC till the expiry of the contract.

14.2 In case of any breach of the terms and conditions of the contract, HRDC (CSIR) will forfeit the security deposit of the agency, in addition to any other action which may be taken by the Competent Authority.

15. The Financial Bids should be in the format given at Annexure-III. The rates quoted in the Financial Bid should be both in words and figures. Any corrections/ use of correcting fluid will not be considered. The amount of bids quoted should include all statutory payments excluding Service Tax. The Service Tax can be claimed by the firm/agency as reimbursement, on production of proof of Service Tax Department.

15.1 The tenderer should take care that the figures, rate and amount should be written in such a way that the interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.

15.2 "Price or Financial Bids" of only those firms will be opened which are short-listed on the basis of evaluation of the 'Techno-commercial bids (unpriced bid)".

15.3 Both the "Technical Bid" and "Financial Bid" should be put in separate envelopes superscribed as "Techno-commercial bid" and "Financial Bid" respectively. Both these envelopes should be put in a third bigger envelope superscribed as "Quotation for contract for hiring of vehicles/cars: and sealed and addressed to the Head, HRDC (full) address) Ghaziabad.

15.4 The firm should necessarily fill all the columns in Annexure I, II & III. Partly filled tender will not be accepted and liable to be rejected.

15.5 Late & delayed Tenders:

- (a) Bids must be received in HRDC (G) at the address specified above but not later than the date and time stipulated in the NIT. The HRDC (G) may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the HRDC/CSIR and the Bidder will be the same.
- (b) Any bid received by HRDC (G) after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

Signature of Tenderer

16. Non Relationship with Employees:

HRDC will debar parties from tendering having relatives working in HRDC and/or any other unit of CSIR. A non-relationship Certificates (at Annexure – “V”) is required to be submitted.

NB: A person shall be deemed to be a relative of another if, (a) they are members of a Hindu undivided family; or (b) they are husband and wife, or (c) the one is related to the other in the following manner; father, mother (including step mother), son (including step son), son's son's son, son's son's wife, son's daughter, son's daughter's son's wife, daughter's daughter, daughter's daughter's husband, brother (including step brother), brother's wife, Sister (including step sister), sister's husband.

17. In case of dispute of any kind and in any respect whatsoever, the decision of the Head, HRDC shall be final and binding.

18. Termination of the Contract :-

18.1 Notwithstanding any other provisions made in the contract, HRDC (G) reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in Public interest. The contractor will not be eligible for any compensation or claim in the event of such cancellation. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to HRDC(G) shall be forfeited without any claim whatsoever on HRDC (G) and the contractor is liable for action as appropriate under the extant laws.

18.2 Empanelment of agencies shall stand cancelled in case the agency violates any of the terms and conditions.

19. Any relaxation in the terms & conditions will be at the sole discretion of the Head, HRDC.

Signature of Tenderer

Name : _____

Position : _____

Address/Phone/Mobile No. _____

Section : 3

Technical Information and undertaking

TECHNICAL BID (Part-I : Unpriced) (Instructions related to Technical Bid)

- i. Name and correspondence address of the firm along with phone/mobile numbers;
- ii. The firm should be well established with at least 2 years experience in providing services to Govt. departments/Govt. approval body/agencies of repute-proof thereof;
- iii. The firm preferably should be registered – if registered, proof thereof;
- iv. The firm should have minimum two (2) vehicles (of model 2008 onwards) in its name/owner and two vehicles on lease – proof of registration papers/ lease agreement;
 - (a) Registration No. :
 - (b) Make :
 - (c) Year of Registration :
- v. The vehicles should have valid Pollution Control Certificate (proof to be attached)
- vi. The firm/ tenderer should provide the following information :
 - (a) Latest Income Tax Clearance Certificate – proof
 - (b) PAN Number – proof thereof
 - (c) Service Tax Return Number – proof thereof
- vii. Each sheet of the “Technical Bid” should be signed by the tenderer.
- viii. List of Important Organizations with address and Telephone number to whom Taxi services have been provided during the last two years with period of contract to be enclosed (summary may be enclosed on separate sheets for each contract and period and amount of contract, remarks/ observation / appreciation of the organization considered important by tenderer.)
- ix.
 - (a) Draft No _____ for ₹ 15,000/- in favour of HRDC (in separate cover)
 - (b) Draft No _____ for ₹ 200/- in favour of HRDC if the Tenderer is down loaded from the website (in separate cover).
- x. Any other information the tenderer wish to mention.

Dated at

(Dated Signature of Tenderer
With stamp of the firm)

FINANCIAL BID PART-II (PRICED)
(Instruction related to Financial Bid)

Financial/Priced Bid should be in separate sealed cover in the format given in Annexure-II.

1. The rates quoted in the “Financial Bid” should be both in words and figures.
2. Rates should be quoted under all columns. Incomplete quotation will be out rightly rejected.
3. The tender should be clearly filled and signed in ink legibly or type written giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Quotations with any cutting or overwriting and use of correcting fluid in figures will not be considered. Alteration if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender. The tenderer should duly sign the entire tender documents personally.
4. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
5. Failure to fulfil any of the conditions given above shall render the tender liable for rejection.
6. Failure to provide price bid in a separate sealed cover will result in invalidation of the offer.

Signature of Tenderer

ANNEXURE -I**CHECKLIST FOR TECHNICAL BID & FINANCIAL BID**

S.No.	Documents to be attached	Yes	No	If Yes Page No.
1	EMD of ₹ 15,000/- in the form of DD issued by any scheduled Bank in favour of HRDC valid for 90 days			
2	One self attested recent passport size photograph of the authorized person of the firm/agency with name, designation, address and office telephone numbers. If the bidders is a partnership firm, name designation, address and office telephone numbers of Heads/partners also			
3.	Tenderer's self attested copy of the PAN card issued by the Income Tax Department with copy of Income-tax return of the last financial year			
4.	Self attested copy of Service Tax Registration No.			
5.	Proof of experience of last two financial years along with satisfactory performance certificates from the concerned employers			
6.	Main envelope with Part-I and Part-II as above sealed and the following written on it: Name and Address of Tenderer and Superscribed with words "Tender for providing Cars on the hire basis at HRDC, Ghaziabad"			
7.	Due date for tender			
8.	Any other document, if attached.			

Signature of Tenderer

TENDERER AGENCY'S PROFILE

Affix duly Attested P.P
Size recent photograph of
The authorized
representative
of the prospective bidder.

1.	Due date for tender	
2.	Opening time and date of tender	
3.	Name, address of firm/Agency and Telephone numbers.	
4.	Registration No. of the Firm/Agency	
5.	Name, Designation, Address & Tel. No. of Authorised person of firm / Agency to deal with.	
6.	Please specify as to whether tenderer is sole proprietor/Partnership firm/ company or any other establishment.	
7.	Name, Address and Telephone No. of Head/ partners etc. be specified.	
8.	Copy of PAN card issued by Income Tax Dept. & Copy of previous two Financial Year's Income Tax Return	

9.	Details of EMD deposited: (a) Amount : DD No. (b) Date of issue: (c) Name of issuing Bank	<hr/> <hr/> <hr/> <hr/>
10.	Authorisation / Power of Attorney	
11.	Any other document, if attached.	

Declaration by the bidder

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of Tenderer

Annexure III**FINANCIAL BID
PART- A**

Sl. No.	Description / details	Tavera / Qualis / Innova		Indica / Wagon-R		Maruti Esteem / Indigo / Vista	
		AC	Non AC	AC	Non AC	AC	Non AC
1.	Full day duty upto 80 Kms / 8 Hrs. for Delhi and NCR						
2.	Half day duty upto 45 Kms/5 Hrs.						
3.	Additional charges beyond 80 Kms.(rate per km)						
4.	OTA / Extra hrs. per hour						
5.	Minimum charges for outstation per Km (NCR excluded)						
6.	Night charges between 11 PM to 5 A.M.						

PART B

1.	Monthly basis 2000 Kms. 300 hrs.						
2.	Monthly basis 2400 Kms. 330 hrs.						
3.	Additional charges beyond 2000 / 2400 Kms. (rate per km.)						
4.	OTA / Extra hours per hour						
5.	Night Halt (between 11.00 P.M. to 5.00 A.M.)						

***NB. Rates to be quoted under all columns.
Incomplete quotations will be outrightly rejected.**

Signature of Tenderer

Annexure - IV

UNDERTAKING

1. I / we undertake that I / we have carefully studied all the terms and condition and understood the scope/conditions of the proposed work of providing Cars on hire basis to HRDC Ghaziabad and shall abide by them.
2. I / we also undertake that I / we have understood “Parameters and Technical specifications for conducting the work” mentioned in Section – 2 of the Tender and shall conduct the work strictly as per these Parameters and Technical Specifications for conducting the Work”.
3. I / we further undertake that the information given in this tender are true and correct in all respects.

Dated at

Dated Signature of Tenderer
With Stamp of the Firm)

ANNEXURE - V

Participation of near relatives of employees in the tender / execution of works in units

I _____ S/o _____

R/o _____ hereby certify that none of my relative(s) as defined in the para 15 of Section 2 of the tender document is/ are employed in HRDC / CSIR as per details given in tender document. In case at any stage, if it is found that the information given by me is false / incorrect, HRDC / CSIR shall have the absolute right to take any action deemed fit without any prior intimation to me.

TENDERER'S SIGNATURE

DATE :

OFFICIAL STAMP