

**e-File No.1/93/2015-Gen.
Government of India
Ministry of Parliamentary Affairs**

**94, Parliament House,
New Delhi.**

Dated: 29.04.2016

To

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TENDER

Subject:- Proposal to hire DLY (AC)/(Non-AC) cars on regular monthly/daily basis for use of the Ministry.

I am directed to state that the Ministry of Parliamentary Affairs proposes to enter into contract with transport agencies in and around NDMC area for a period of one year extendable by another year at the discretion of the Ministry for hiring 3 DLY Cars on regular monthly basis for official use in entire NCR and DLY cars/Tempo Traveler/Minibuses/Buses on daily basis for official use in entire NCR/out of station as per casual requirement by this Ministry as per the following terms and conditions:-

- (i) The vehicles to be hired must be in excellent running condition with immaculate seat covers and very clean interiors. It shall be the responsibility of the Agency providing the Car to ensure that the vehicle and the driver comply with all provisions of the Motor Vehicles Act and all other traffic regulations. Other necessary certificates like Road Tax clearance, pollution certificate, commercial certificate etc. should be available for all vehicles. Further each bidder should have at least three years experience of providing cars/DLY to various Government Departments/Ministries/Undertakings. Copies of past contract to be enclosed with the bid.
- (ii) The Driver of the car shall have to be well experienced, with full geographical knowledge of Delhi roads and must possess Driving Licence issued by the competent authority. It is expected that they should be courteous, obedient and well behaved. The agency should ensure that the antecedents of the Drivers reporting for the duty are verified by the Police and are in possession of valid driving license issued by the Transport Authorities to operate the taxi. The service providing agency shall comply, if applicable, with the provisions of Labour and other Laws (Minimum Wages Act, PF, ESI Act etc.). The employees of the agency shall not be deemed to be the employees of the Ministry of Parliamentary Affairs.
- (iii) As far as possible, the same monthly basis cars will be deployed and the Driver will not be changed without prior notice.

- (iv) Normally, the cars hired on monthly basis is expected to remain with the Ministry for official use during 8.30 a.m to 7.00 p.m. on working days i.e. Monday to Friday every week but may also be required on holidays.
- (v) The Agency should be in position to cater to the additional car requirements of the Ministry at a short notice. Generally, the daily requirement of the Ministry is for 3 cars. However, at times, the Ministry may need additional cars/Tempo Traveler/Minibuses/Buses on daily basis for official use in entire NCR/out of station as per casual requirement on specific days. The service provider Agency shall make arrangements to meet additional demand of vehicles by making necessary tie-ups at their end, if required, with other Taxi Operators and such additional vehicles should be supplied at the contractual rates and conditions.
- (vi) On an average, **the car may be run to cover around 2000 kms and 300 hours during a month.** Shortfall in utilization of the limit of 2000 km/300 hrs in a month will be carried forward and can be utilized for during the next two months. For illustration, if a vehicle plied only 1800 kms and 200 hrs in a month, the shortfall in utilization of kms/hrs will be adjusted in the total kms/hrs during **subsequent two months**. The rates quoted should be all inclusive (i.e. Road Tax, Insurance, Fuel and all types of remuneration to the Drivers) but excluding Service Tax which will be as per rates notified by the Government from time to time. Other taxes, if any imposed by the Central/State Government (e.g. taxes, toll tax, parking charges etc.) would be paid, as per actual. Actual payment will be made to the contractor after deducting TDS @ 2% by this Ministry.
- (vii) Besides, Ministry would normally require cars on working days during the hours indicated in Para (iv), there can also be occasions when the cars are required on holidays and outside these hours. Therefore, the bidders are requested to quote their rates in the proforma attached herewith keeping in view all possible eventualities.
- (viii) Each bidder is mandatorily required to submit their bid with an EMD of Rs. 5,000/- through DD/Banker Cheque in favour of **“PAO, Cabinet Affairs, New Delhi”**. Bids submitted without EMD will be rejected. Further, EMD of unsuccessful bidder will be returned immediately. However, that of the successful bidder on finalization of the contract. Further, successful bidder shall have to deposit performance Security of Rs. 25,000/- (Twenty Five Thousands) in the form of Account payee Demand Draft/Pay Order/Bank Guarantee/Fixed Deposit Receipt from a commercial Bank in favour of **“Pay and Account Office, Cabinet Affairs, New Delhi”** at the time of contract. The Performance Security money shall be refunded to the agency without any interest, after contract is fully discharged.
- (ix) The Performance Security shall be forfeited if the agency commits breach of Contract with regard to any of the terms or conditions of the contract. Breach of Contract can lead to blacklisting of the service provider.

- (x) In case of any break – down of vehicle, while on journey, alternate arrangement shall have to be done by the service provider agency failing which taxi will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor and no payment will be made for that day.
- (xi) In case the hired vehicle is involved in an accident resulting in loss or damage to property or life in respect of the vehicle, Driver, Passenger or any third party, the responsibility for any legal or financial implications shall solely rest with the service provider.
- (xii) In the event of the contractor backing out of the contract midstream, without any explicit consent of this Ministry, 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 officers for the balance period of contract through alternative means. Along with that the bill amount of the month would also be forfeited.
- (xiii) This above act of backing out would automatically debar the contractor from any future dealing with the Ministry.
- (xiv) Payment of hiring charges will be made on monthly basis. The bills for the use of vehicles accompanied by the Duty slips/Log Book in a format to be prescribed by the Ministry will be submitted for each completed Month. Each Driver of the vehicle shall make entries in the Log Book in respect of the vehicle driven by him besides the duty slips. **The concerned Driver shall ensure that these entries are signed by the actual user officer or his/her personal staff either on the same day or latest by the very next day. The Log Book shall be scrutinized by the Ministry from time to time, especially while scrutinizing the bills for payment which subject to TDS @ 2%.**
- (xv) If at any occasion, it is found that the Driver of any vehicle has made wrong entries in the duty slips or Log Book relating to time and kilometre reading of start or closing of duty/journey, the Agency shall be responsible for the same. The Ministry will reserve the right to withhold payment in respect of such vehicle.
- (xvi) Each bidder is required to submit with their bid a copy of PAN card and Service Tax. Bids received without these two documents will be summarily rejected.
- (xvii) **Jurisdiction and arbitration:**
 - (a) In case of disputes or difference arising between the Ministry and the Agency to the contract, such disputes or differences shall be the subject matter of arbitration by a Sole Arbitrator under the Arbitration and Conciliation Act, 1996 and subsequent related amendments thereto, unless settled amicably between the Ministry and the Agency themselves. The Secretary, Ministry of Parliamentary Affairs will be sole Arbitrator in case of dispute or difference arising between Ministry of Parliamentary Affairs

and the Agency to the contract. The Venue of the arbitration proceedings shall be at New Delhi.

- (b) The decision of the Arbitrator on the dispute shall be final and binding on the Parties.
- (c) Subject to foregoing, the Courts at New Delhi only shall have exclusive jurisdiction in all matters arising out of the contract for arbitration hereunder.

- (xviii) The Ministry reserves the right to cancel the contract, at any time, without assigning any reasons, in case the service rendered by the agency is found to be unsatisfactory.

2. Interested bidders may submit their bids in a sealed cover superscribed as “**Quotation for contract for hiring of Taxi Service**” and addressed to “**The Under Secretary, Ministry of Parliamentary Affairs, Room No. 94, Parliament House, New Delhi – 110001**” and should reach this Ministry by **3.00 p.m. on 9th May, 2016** clearly stating that the terms & conditions specified by the Ministry for this purpose are fully acceptable. Bids received by closing date and time shall be opened by a duly constituted Purchase Committee on 9th May, 2016 at 3.00 p.m. in room No. 92, Parliament House, New Delhi. The Ministry of Parliamentary Affairs reserves the right to reject/accept any/all the tenders without assigning any reason whatsoever.

(Jagdish Kumar)
Under Secretary to the Govt. of India
Tel.No.2303 4732

Copy to:

1. All Ministries/Departments for extensive publicity in their approved service providers.
2. NIC Cell for publishing on the website of the Ministry.
3. All Transport agencies empanelled with Ministry
4. The Under Secretary (A&P), Ministry of Parliamentary Affairs, New Delhi – for taking necessary action in regard to e-tendering.

PROFORMA FOR SUBMITTING THE BIDS

1. Name, Address & Telephone number of the bidder:
2. Details of EMD of Rs. 5000/- enclosed
3. Whether copy of PAN card enclosed:
4. Whether copy of Service Tax Number enclosed:
5. Whether experience of three years of providing cars to government Departments (Proof attached)
6. Bid details to be submitted as under:-

S.N.	Type of bid	Rates (all inclusive but excluding taxes)	Hire charges per hour/Km. For deployment beyond normal hours	Remarks
1.	Hire charges for 8 Hours and 80 kms per day			
2.	Hire charges for 4 Hours and 40 KMs per day			
3.	Hire charges for monthly basis (2000 kms and 300 hours)			