

D-19014/01/2017/D(Gen/DDP)  
Government of India  
Ministry of Defence  
Department of Defence Production

New Delhi – 110011  
Dated the 11<sup>th</sup> August, 2017.

**Subject: Inviting quotations for hiring of vehicles on monthly basis / daily basis.**

Department of Defence Production invites tenders through Government e-Marketing (GeM) only from reputed, experienced and financially sound Taxi service providers to provide rental taxis to Department of Defence Production at Delhi. The contract will be initially for a period of one year. The quantum of requirement of vehicles may increase or decrease during the period of contract. Bid has to be submitted through GeM Portal subject to the following Technical Eligibility Criteria and terms & conditions.

**Technical Eligibility Criteria**

The tendering Agency must fulfil the following technical specifications in order to be eligible for technical evaluation of the bid described in Section A to D.

1. The Registered Office of the Agency should be located either in Delhi / New Delhi in the radius of 8 km of South Block. An attested copy of the registration certificate of offices in Delhi / NCR shall be enclosed. The company should ISO certified & reputed, experience & financially sound. After the date of tender publication ISO certification will not be consider. Proof to this effect may be enclosed.
2. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
3. The Agency must have a minimum of three years' experience in supplying taxis to reputed private companies / Public Sector Companies / Banks / Central and State Government Departments. Proof of at least two contracts relating to supplying of taxi services to Central Government / State Governments / PSUs / Bank / reputed private firms in last three years along with attested copies of the supply order be enclosed with the tender document.
4. The Agency should have a minimum annual turnover of Rs. 50 lakh each year during last three financial years i.e. 2014-15, 2015-16 and 2016-17. A copy of turn over

statement duly certified by the C.A along with ITR must be enclosed with the tender document.

5. The Agency should have its own Bank Account. Certified copy of the account maintenance for the last three years issued by Bank shall be enclosed.

6. Certified copy of the PAN card shall be attached with the Bid document.

7. The Agency (not individual) should be registered with GST. Certified copy of the registration shall be attached with the Bid document.

8. The Agency must have a minimum of 10 vehicle of same make not older than July, 2016 registered in its name in Delhi or NCR. A list of such vehicles with registration details should be attached with the bid. The list should also indicate the date of registration of the car. DDP may ask the agency to produce the original RCs at the examination of technical bid.

9. Self-Certificate that the firm has not been blacklisted by any Central Government Department /Ministries/PSU's/Banks, etc. should be enclosed.

10. The Agency must attach proof of successful and satisfactory completion of at least three contracts / works each amounting to at least Rs. 25.00 Lakh per annum or 2 work amounting to Rs. 40 Lakh each or 1 work amounting to Rs. 30 Lakh per annum during the last three years from the tender opening date. The certificate should be from prominent organizations (Government organizations / PSUs / Bank reputed private firms).

11. **Earnest Money Deposit (EMD)**

The bidder should deposit Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) refundable in the form of Demand Draft / Pay order payable to "Accounts Officer (DAD), MOD(Civil),New Delhi. The bid without EMD shall be rejected and no correspondence will be entertained on this subject.

12. **Performance Bank Guarantee**

The successful tendered (s) will have to deposit Performance Bank Guarantee of Rs. 100,000/- (Rupees One Lakh only) by a reputed Bank. The performance bank guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firm. In case the contract is further extended beyond the initial period, the performance bank guarantee will have to be accordingly renewed by the successful tendered (s).

**A. Terms and Conditions of the Contract**

**General**

1. The contract will be initially for a period of one year and is likely to commence from the date of signing of the agreement which may be extended for a further period of one

year on the same rates, terms and conditions depending upon the requirement and administrative convenience of DDP. Any further extension can be considered on mutually agreed terms and condition. The DDP, however, reserves the right to terminate / curtail the contract at any time after giving one week's notice without assigning any reason.

2. The vehicle provided should not be below than July,2016 models and should not have preferably run for more than 20000 kms. The Vehicles found to be below than July,2016 model may attract penalty, as deemed appropriate, by the Department.

3. Taxies to be provided by the Contractor(s) should be in perfectly good and sound condition mechanically and suitable for use by Senior Officers.

4. Taxies supplied should be fitted with all modern features.

5. The vehicles should require to be comprehensively insured.

6. The vehicles will have to be fitted / provided with the following additional accessories / utilities.

Clean seat covers

Quality radio music system

Reading lamp

Tissue paper box

Car perfume

Mobile charger

Seat Belts (front Rear)

Umbrella during Monsoon

7. Firms should have sufficient numbers of drivers having experience of driving in Delhi. The contractor should own a fleet of sufficient number of vehicles so as to ensure prompt and smooth service.

8. Only such Taxi Operators may apply whose Taxies have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises / Garage / Stands from where such taxies are to be operated and can be requisitioned by this Department.

9. The firm should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated, conversant with traffic rules / regulations and city roads / routes as well as security instructions.

10. Each driver employed by the firm must have a cell-phone duly activated.

11. Each driver should wear uniform while on duty.

12. Punctuality will have to be ensured and log book shall be maintained by the drivers for this purpose. The driver should not leave the office in the evening without prior permission of the attached with concerned officer in any case.
13. No mileage will be allowed for lunch / tea of the driver. Driver should carry his lunch.
14. A list of drivers who would be deployed on duty along with their valid driving license nos. has to be provided to the Department. No driver should be changed unless the officer to whom the driver reports is apprised.
15. The firm should inform in advance the bio-data of all drivers who would be deployed on duty.
16. Declaration from the transporter on their letter-head stating that the drivers provided are of Good Character, vetted by police for security, have valid driving license and are aware of the roads of Delhi will be provided.
17. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
18. The firm should have a provision to take bookings 24x7.
19. The firm should be experienced in providing fleets for events, delegations, meetings and conferences, etc.
20. "Full Day" would imply a run of the Taxi upto 100 kms and 10 hours duration.
21. Full month would imply 2400 kms upto 300 hours.
22. Rates once finalized will be fixed at least for a period of one year and used as base rate in case of Upward / downward change in rates in fuel prices.
23. Any complaint from the users regarding poor upkeep, maintenance, non-availability of above accessories or any misbehavior of the driver would attract a cut from the bill for that day(s) on pro rata basis @ 25% in the first instance, 50% in the second instance and removal of driver and / or vehicle from the fleet on the third instance either from per day rate on pro rata basis.
24. Any overtime arising due to breakdown of vehicle supplied by Agency shall be on his account and shall not be charger to DDP.
25. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as per govt. instructions and the log book shall be submitted to concerned officer in DDP regularly for scrutiny.

26. A vehicle will be allowed for booking only in condition when the Milo meter is sealed. If during the running of the vehicle it is found that the Milo meter is unsealed then forfeiture of hiring charges and a penalty as fixed by DDP will be imposed.
27. The time and mileage shall be taken in to account from the reporting time at the appointed place (both at the time of reporting and closing). **There will be no dead mileage.** In other words to and fro journeys from the taxi stand to the reporting place and releasing place to taxi stand will not be counted for computing the mileage or time.
28. Once the hiring of vehicles commences from a particular agency / firm, the vehicles and drivers should not be changed unless so requested for by the DDP. The vehicle must be available at any time of days as desired by the DDP.
29. The driver provided by the contractor should fulfill the following conditions:
- a. Should be in possession of valid driving license issued by RTO.
  - b. Should not smoke; chew Pan / Pan masala / Tobacco inside the car while driving or otherwise.
  - c. Should be conversant with the routes of all Government buildings and important roads within Delhi and NCR.
  - d. Should not indulge in any activity inimical to security of the officers travelling in his car.
30. The contractor must also ensure that all the necessary documents (Registration Certificate, Insurance papers, PUC certificate etc.) are available with the driver deployed for duty for the Department.
31. The contractor has to submit an acceptance letter indicating type of vehicle and rates and acceptance of all terms and conditions levied therein. He is required to execute a contract before the service is started.
32. In case of breakdown of any vehicle during duty, it shall be the responsibility of the firm to provide a substitute vehicle, which is of similar make as replacement immediately.
33. The liability of the DDP will be limited to the hiring charges agreed in the contract.
34. No additional terms & conditions over and above the conditions stipulated above shall be entertained by DDP.
35. Actual parking charges / Toll charges will be payable along with the monthly bills, only upon submission of the parking bills / toll receipts etc.
36. The agency will be responsible for compliance of all statutory provisions related to minimum Wages, etc, in respect of the drivers deployed by it. The tendering agency will be fully responsible for payment of wages and other dues and compliance of all labour laws, welfare schemes applicable to the drivers deployed by them in the Department.

37. While the Department of Defence Production has a regular requirement for hiring taxies, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The Department will also reserve the right to hire taxies from any other provider of such services even during the period of contract.

38. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the Security Deposit in the form of Performance Bank Guarantee shall be encashed.

39. The Bank Guarantee can be forfeited by order of the Competent Authority of the Office of the Department of Defence Production in the event of any breach or negligence or non-observance of any terms / conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. During the contract period or even after expiry of the contract to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

40. In case of frequent change of vehicle in respect of a particular officer, one day amount will be deducted for every second change.

41. 1% of the daily amount will be deducted in case of delayed reporting by the driver and Rs. 1000/- per day will be deducted in case non availability of vehicle on any day in case of hiring on monthly basis.

42. If a firm quotes 'Nil' charges / consideration, the bid shall be treated as unresponsive and will not be considered.

43. For all disputes / differences / interpretation etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract or the breach thereof, decision of the DDP shall be final and binding on both parties.

44. Tenderer submitting a tender would be presumed to have read and fully understood all the terms and conditions and instructions contained in the tender documents and parts / annexure thereof. No enquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.

**B. Terms of Payment:**

1. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

2. All payments shall be made on monthly / daily basis as the case may be against the bill duly supported by duty slips to be signed by user(s) or concerned authorized officer of this office.

3. Department of Defence Production shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
4. The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security deposit governed by the separate clauses of the contract.
5. Payments, subject to Tax Deduction at Source (TDS) shall be processed within 21 days of the submission of the complete documents.
6. Duly signed bills in triplicate shall be submitted along with the daily log book / duly slips of Taxi / car's usage signed by the officer who used the vehicle. The car registration number should be mentioned on bill. If car registration number found of before July,2016 appropriate penalty will be deducted from the bill.

**C. Penalty**

- (a) In case of vehicle not provided by the concerned agency as per terms and conditions, this will attract penalty amounting to Rs. 1000/- @ per day per vehicle.
- (b) If above continues on regular basis Department reserves the right to cancel the contract without giving statutory one month's notice and performance security of the concerned agency will be forfeited.

**D. Condition in case of dispute**

- (a) Any dispute with regard to any point in connection with hiring of vehicles will be referred to Department who will discuss the problem mutually and the decision taken will be final and binding.
- (b) For all disputes / differences / interpretation etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract or the breach thereof, decision of the DDP shall be final and binding on both parties.
- (c) Alternatives vehicles will be provided immediately in case of break-down / accident etc. failing which the taxi will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor.
- (d) Inspection of vehicles / drivers shall be carried out from time to time by Section Officer (Genl) or his representative at South Block, New Delhi.
- (e) The tender process of contract can be terminated at any time without any notice as the discretion of the Department.