# संख्या No. 4/1/2012-Admn./ Store

### भारत सरकार

Government of India

भारत के समाचारपत्रों के पंजीयक का कार्यालय Office of Registrar of Newspapers for India West Blcok-8, Wing-2, R.K. Puram, New Delhi – 110 066.

Dated 19.08.2016

Subject: - NOTICE INVITING TENDERS (NIT) FOR EMPANELMENT OF AGENCIES FOR HIRING VEHICLES.

## **TENDER DOCUMENT**

1.1 Office of Registrar of Newspapers for India invites 'Sealed Bids" for hiring of CNG based vehicles /Cars as per annexure-3 from reputed Agencies fulfilling the criteria laid down in the Technical Bid [Annexure-1]. The format for Financial Bid is at Annexure-2. The bids are to be sent in two parts - one sealed envelope super scribed as 'Technical Bid' giving details in the format as per Annexure-2 and the second sealed envelope super scribed as 'Financial Bid' in the format at Annexure-3. The two sealed envelopes as above will be placed in another sealed envelope super scribed as 'BID FOR EMPANELMENT OF AGENCIES FOR HIRING OF VEHICLES' AND ' NOT TO BE OPENED BEFORE 09.09.2016'. The bids and documents that are required to be enclosed shall be signed and duly stamped on each and every page by a person duly authorized on behalf of the bidder firm and shall be sent to:-

Deputy Press Registrar, O/o. the RNI, West Blcok-8, wing-2, R.K. Puram, New Delhi – 110 066.

1.2 The sealed bids will be received by this office up to 1:00 P.M. on or before 09.09.2016. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Technical bids will be opened on date i.e. 09.09.2016 at 3:00 P.M. in the presence of the bidders or their authorized representatives. Date of opening of financial bids of such firms which meet the prescribed Technical criteria will be notified separately.

Page 1 of 13

राजीव कुमार भारद्वाज

- 1.3 Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand only) should accompany the Technical bid document. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a Nationalized Bank/scheduled commercial Bank in favour of DDO, RNI, Ministry of Information & Broadcasting payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by this office. EMD of unsuccessful bidder shall be returned after the acceptance of the Purchase order by the successful bidder(s).
- 1.4 The EMD shall be forfeited if the bidder withdraws his bid during the period of bid validity.
- 1.5 The EMD of successful bidder shall be retained after submission of the Performance Security. The successful bidder will have to deposit an amount of Rs. 50,000/- (Rupees Fifty thousand only) as performance security way of Account payee demand draft / fixed deposit receipt from a commercial bank/Bank Guarantee from a commercial bank which may be refunded on satisfactory completion of the contract. No interest will be paid on performance security deposit.
- 1.6 The bid shall remain valid for a period of <u>3 months</u> from the date of receipt of the bid.
- 1.7 The Bidder should carefully read, understand and seek clarifications if any before filling in and submitting the bid. No claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

### 2.0 SCOPE OF WORK

- 2.1 The scope of work covers empanelment of transport agencies for hiring vehicles and finalizing rates of different category of vehicles for this office, New Delhi to travel within Delhi & NCR (Local Journey) and outside Delhi & NCR as and when required under different packages to **this office** as per terms and conditions of the contract specified herein and shall have adequate staff and telephone facilities round the clock.
- 2.2 The agency shall provide AC/Non AC commercial vehicles duly registered in DELHI/NCR of **Model 2015** or later (CNG) and complying to emission norm of Bharat Stage III/IV (Euro III/IV).

Page 2 of 13

- 2.3 The tentative number of vehicles to be hired at present is 1 (one) which may vary from time to time depending on the actual requirement.
- The agency shall provide the vehicles at this office address, New Delhi or at any other place intimated to the contractor/agency for travel within or outside Delhi/NCR. The maximum dead mileage allowed towards to and fro journey from garage to place of duty will be 10 (ten) Kms. or actual whichever is less.
- 2.5 Journey within NCR will be treated as local journey.
- 2.6 The vehicles deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per **O/o RNI** requirement with proper pollution check and valid pollution certificate.
- 2.7 The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings/accessories like radio, cassette player etc. for maximum comfort of passenger(s).
- 2.8 Drivers of vehicles must be provided and maintain their own mobile phones. No extra charges would be paid by O/o RNI for the same.
- 2.9 The upholstery and seat cover of vehicle should be properly dry cleaned on a fortnightly basis. No extra charges would be paid by O/o RNI for the same.
- 2.10 The agency shall provide well-behaved, pleasant personality, well mannered and proper Hindi or English speaking drivers in clean and proper uniform with valid driving license of minimum 02 years old and should be able to read duty slip and signboards in English and Hindi.
- 2.11 The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with the roads and routes in Delhi and adjacent areas.
- 2.12 In case of break-down/servicing/repair, the contractor shall provide alternate vehicle of same Make and Model failing which vehicle shall be hired from any other source(s) at the risk and cost of the contractor.
- 2.13 In case of non reporting/refusing to provide the requisite Vehicle, the same may be hired from any other source(s) at the risk and cost of the contractor, besides any other penal action which may be even termination of contract.

Page 3 of 13

- 2.14 The maintenance cost, charges of fuel (Petrol/CNG), road tax, permit fee, passenger tax, Border Tax, challans, salary of the driver, the overtime and mobile phone charges of driver etc. are the responsibility of the contractor and should be paid by the contractor.
- 2.15 Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers. The contractor shall be fully responsible for any loss or damage to the vehicle or occupant and shall be liable to pay full compensation for any injury or any other loss to the passenger(s).
- 2.16 This office reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action which may even lead to termination of contract.
- 2.17 The vehicle sent to our office on our requisitions must have all relevant documents like Registration Book/ Log book/ Driving License/Insurance/Road Tax receipt/Permit Fee receipt/Pollution certificate/Passenger Tax receipt/Border Tax receipt/mobile phone etc. The vehicle should be licensed and shall conform to all Govt. rules and regulations being in force from time to time.
- 2.18 In case of non-availability of vehicle(s) with bidder/contractor, vehicles other than those owned by the bidder/contractor may be provided as an adhoc arrangement only and should be replaced by own vehicle at the earliest opportunity in any case within one month.
- 2.19 The contractor shall maintain the duty slip as per Performa attached for every trip/ requisition. The duty slip should be got signed by the user which would indicate the Vehicle No., opening and the closing meter reading with time and date at the point of starting/ending the journey by the user. It should be ensured that there is no overwriting in the duty slips. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

### 3.0 QUALIFYING CRITERIA FOR BIDDERS

3.1 The bidder should have at least three (3) years experience in work of similar nature with Ministries/Departments/PSUs etc. and has performed their work with the satisfaction of the user.

Page 4 of 13

- \* Copies of award of contracts along with certificate of satisfactory performance may be attached.
- 3.2 The bidder should have CNG cars of **Model 2015** or later conforming to BS III/IV.
- 3.3 The bidder should have his office in Delhi with phone/mobile connection, and capable of providing taxis round the clock. Details to be furnished along with the technical bid (Annexure-I).
- 3.4 The company should be registered for SERVICE TAX payment. Copy of registration certificate indicating Service Tax No. should be attached.

### 4.0 EVALUATION OF BIDS

- 4.1 O/o RNI will determine the substantial responsiveness of each bid with reference to bid terms and conditions.
- 4.2 O/o RNI's Determination of bidder's responsiveness will be on the basis of contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not substantially be made responsive by the bidder by correction of the non-conformity. All decisions by O/o RNI on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
- 4.3 The evaluation of bids shall be done vehicle group-wise, on least cost basis for each item of the group of vehicle. Those bidders who will accept the least cost/rate of each item of the respective group vehicle shall be recommended for empanelment.
- While the contract will be awarded initially for a period of 1 (one) year which may be extended on satisfactory performance for further two years on year-to-year basis on the same terms and conditions on mutual agreement of both the parties i.e. the Bidder and the RNI office and both the parties would be free to terminate the contract after giving advance notice of 2 months in writing from either side.

Page 5 of 13

### 5.0 RATES AND PRICES

- 5.1 Bidders shall quote the rates in the format given at Annexure-2. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers before submission of bid documents will be signed in full by the Bidder with date. No erasing or over-writings are permissible.
- 5.2 Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.

## 6.0 CONCILIATION/ARBITRATION

- 6.1 If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by O/o RNI.
- Notwithstanding the existence or any dispute or differences under negotiation, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 6.3 The arbitration if need be, shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by O/o RNI.

### 7.0 FORCE MAJEURE

- 7.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 7.2 The term "Force Majeure" as employed herein shall mean acts beyond the control i.e. Natural disaster, War, Civil Riots, Fire etc. directly affecting the performance of the Contract, Flood and Acts and Regulation of respective government of the two parties, namely O/o RNI and the Contractor.

Page 6 of 13

राजीव कुमार भारद्वाज

- 7.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2(two) months, O/o RNI shall have the option of cancelling this contract in whole or part at its discretion without any liability at its part.
- 7.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

### 8. APPLICABLE LAW AND JURISDICTION

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

- 9. O/o RNI reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder(s) on the ground of O/o RNI action.
- 10. O/o RNI reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
- 11. Any clarification on the documents may be obtained from:-

Deputy Press Registrar, O/o R.N.I. West Block-8, Wing-2, R.K. Puram, New Delhi – 110066

SPECIAL CONDITIONS OF CONTRACT

12.0 RESPONSIBILITY OF THE CONTRACTOR/AGENCY

Page 7 of 13

- 12.1 The agency shall provide DELHI/NCR registered vehicles (Petrol/CNG) of **Model 2015** or later as per our requirement with well behaved/skilled drivers in proper uniform having knowledge of routes & minor repairs of car(s) and valid driving licenses. All the cars shall carry first aid box, Stepney and toolbox.
- 12.2 If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
- 12.3 In case of break down the contractor shall provide alternate vehicle of same category failing which the touring executive(s) will be allowed to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 12.4 All kinds of repair/maintenance cost, charges of petrol, CNG, oil, lubricant, fee towards licenses/ registration taxes such as road tax, permit fee etc., challans, salary/overtime of the driver, insurance premium etc. are the responsibility of the contractor and shall be borne by the Contractor all along.

### 13.0 PENALTY

- 13.1 The agency shall be liable to penalties on contract price in the manner indicated below:
  - Failing to provide vehicle a deduction of 10% of the day's charges will be affected without prejudice.
  - Improper condition of vehicle without any reason will attract a penalty of Rs. 500/-
- The above occurrence shall be reported within 24 hrs. to the concerned agency as well as to by the user for necessary action. The complaint will be examined in consultation with the agency by the Administration and its decision will be final and binding on the agency.

## 14.0 VEHICLE REQUISITIONING & DUTY SLIP

14.1 Booking made by authorized officers/officials of this office shall only be considered for purpose of payment.

Page 8 of 13

The agency shall maintain the Log book / Log slip for every 14.2 trip/requisition. The Log book/ log slip should be got signed by the user, which would indicate the opening and the closing meter reading with time and date at the point of starting/ending the journey by the user. It should ensure that there is no overwriting in the log sheet. Tampering with the contents of the log book would be viewed very seriously. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

#### **PAYMENT & REIMBURSEMENT** 15.0

- The agency shall submit bills, in duplicate within the first week of each 15.1 month for the preceding month for release of the payment within 15 days of the month to the Admn. Division complete in all respects along with duty slips and monthly statement of journey.
- The mileage from garage to the requisitioned destination and back to the 15.2 garage shall be as per actual by shortest route and restricted to a maximum of 10 Kms./day.
- Parking charges, Toll Tax, DND charges and State Passenger Tax wherever 15.3 incurred shall be reimbursed as per actual by M/o I&B on certification by the user on submission of documentary proof (original receipt).

#### PRICE VARIATION 16.0

- The prices as agreed shall remain firm throughout the period of the 16.1 contract except for variation in Fuel price. This office will increase or decrease the agreed transportation rates @ 0.3% for every 1% increase or decrease in respective fuel price i.e. petrol, CNG duly supported by the documentary evidence.
- The base rate of fuel for the purpose of price variation shall be the rates prevalent in Delhi 7 days before the date of opening of the bid.
- The price of fuel prevalent on  $\mathbf{1}^{\text{st}}$  of every month will be valid for the whole of the month for calculation of price variation (on any change of fuel price).

Page 9 of 13

### 17. NON-AVAILABILITY OF VEHICLE

In case of non-availability of the vehicles owned by the bidder/contractor, the contractor may provide vehicles owned by others which confirm to O/o RNI's requirements. Upgraded models or higher category cars (of models not older than 2015) may also be provided at the same rates, terms and conditions with prior permission of O/o RNI.

### 18. METER TAMPERING

Agencies would ensure proper sealing of milometer. O/o RNI reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tampering of meter reading and misbehavior of driver shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of security deposit. In the event of any error/fault in the meter being noticed, the bill for journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action.

### 19. STATUTORY REQUIREMENTS

- 19.1 The car sent to our office on our requisition must have all relevant documents like registration book/Driving license/Insurance/Road tax receipt/Permit for Passenger Taxi/Pollution certificate etc. The vehicle should be licensed and shall have valid permits for plying in NCR area such as Gurgaon, Faridabad, Noida, Ghaziabad in addition to Delhi in case of local journey. The vehicle should conform to all Govt. rules and regulation being in force from time to time.
- 19.2 The driver should abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic rules and regulations so as to ensure safety of the passenger.
- 19.3 Compliance of all statutory obligations viz. Industrial Dispute Act, Workmen Compensation Act. Contract Labour (R&A) Act, shall be ensured by the agency. The agency shall indemnify and shall always keep O/o RNI indemnified against any liability due to non-compliance of statutory obligations by the agency or any of its agents/servants/driver or for any reason whatsoever. The agency will be responsible for the conduct of their staff.

Page 10 of 13

- Those bidders who will accept the least cost/rate of each item of the respective group of vehicle shall be recommended for empanelment for that particular group. However preference would be given to the agency who has quoted the least price for respective vehicle and in case of non-availability of the vehicle with them vehicles would be hired with the other empanelled parties for that particular group.
- The contract will be awarded for a period of 1 (one) year which may be extended for further two years on year-to-year basis on the satisfactory performance of the firm and acceptance of same terms & conditions. In case of change in the requirement of vehicles due to transfers of officers etc., the terms contained under Clause 4.4 of the tender document will be applicable.

Yours faithfully,

(R.K. Bhardwaj)

Deputy Press Registrar (Admn.)

To,

All Ministries/ Department for circulation among their contractors.

# Copy to:

- 1. NIC/RNI, with the request to upload this tender/quotation on the website of RNI.
- 2. Central Public Procurement Portal website

(Santosh Kumar)
Section Officer (Admn.)

Tel. No. 26106090

Page 11 of 13

राजीव कुमार भारद्वाज

# **HIRING OF VEHICLES – TECHNICAL BID**

1.	The Firm	
	(a) Name	
	(b) Regd. Address	
	(c) Address of Office at Delhi/NCR	
	(II) Contact Brown	
	(d) Contact Person's  (i) Name & Designation:	
	(i) Name & Designation:	
	(ii) / (ddi e55.	
	(iii) Tel. No. Land-line: Mobile:	
	(iv) E-mail ID:	
2	Type of Firm with registration No	
	PAN /GIR No	
	Service Tax Regn. No	
	(Please enclosed photocopy)	
5.	No. of Cars in possession of Firm:	
	(List to be attached)	
c	Whether Cars available are of the Model 2015 or later and fulfilled BS-III/IV	norms
0.	(Yes/No) [please attach list of Cars with Model].	
7	Whether Cars are fitted with CNG kit (Yes/No) [Details of	Cars along with
, .	documentary proof in Registration Certificate of the Cars be provided].	
8.	Experience of similar work in the field during the last three years (Copie	
	incorporation/partnership deed/instrument of Partnership and list of clie	
	address and contact Nos. of concerned official)	is
	enclosed. (Please specify).	
9.	Earnest money details: D D No dated Amor	unt
	(Rupees Ten Thousand Only) Name of the Bank	
	Signature of au	thorized signatory
	Signature of au	thorized signatory
for	official use	
	neignation:	
	cial Seal:	g an
	cial Seal:  राजीव कुमार भारद्वाज  उप प्रेस पंजीयक	Page-12 of 13

## Financial Bid

## PROFORMA FOR FINANCIAL BID

# Monthly Charges (Minimum) in Rs.

S. No.	Description	Indica/ Wagon R/ Ecco		Indigo/ Maruti Swift Dezire		SX4 (VXI)/ZXI/ Innova/ Ford Icon/Honda City/ Maruti Ciaz	
		AC	Non-AC	AC	Non-AC	AC	Non-AC
1.	For 2200 Kms. and 250 hrs. per month						
2.	Rates for additional hrs. beyond 250 hrs.						
3.	Rates for additional Kms. beyond 2200 Kms.						
4.	Night Charges from 11:00 PM to 5:00 AM per hrs.						

# Daily Charges (Minimum) in Rs.

S. No.	Description	Indica/ Wagon R/ Ecco		Indigo/ Maruti Swift Dezire		SX4 (VXI)/ZXI/ Innova/ Ford Icon/Honda City/ Maruti Ciaz	
		AC	Non-AC	AC	Non-AC	AC	Non-AC
1.	For 40 Kms. and 5						
	hrs. per month						
2.	For 80 kms. And 9						
	hrs. per day.						
3.	Rates for additional		The state of the s				
	hrs. beyond 250 hrs.						
4.	Rates for additional	е				8	
	Kms. beyond 2200						
	Kms.		_		w.		
5.	Night Charges from						
	11:00 PM to 5:00 AM						
	per hrs.						

(Service Tax, extra hours, extra Kms. & night duty charges will be extra)

Signature with Seal

राजीव कुमार भारद्वाज उप प्रेस पंजीयक Page 13 of 13