NOTICE INVITING TENDER FOR HIRING OF VEHICLE THROUGH GeM
(Government e-Marketplace) – Instructions to the Tenderers

No. BT/A.02/002/2015-Admin
Government of India
Ministry of Science & Technology
DEPARTMENT OF BIOTECHNOLOGY

7th Floor, Block 2,
CGO Complex, Lodi Road,
New Delhi-110003
Dated the 13th September, 2017.

Subject : Notice Inviting Tender calling quotations for hiring of vehicles on monthly (Regular) basis

Department of Biotechnology (DBT) invites quotations through Government e-Marketing (GeM) only from reputed, experienced and financially sound taxi service providers to provide car on rental services to the Department of Biotechnology 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 and conditions available at the official website of this Department of Biotechnology. The Department may initially hire 5 Nos. of Maruti Swift Dzire AC cars, subject to the requirement. The actual requirement may increase or decrease at the time of awarding the contract. The number of vehicle during the contract period may also be increased or decreased at the same rate and terms & conditions.

Technical Eligibility Criteria

The bidder must fulfil the following technical specifications in order to be eligible for award of the contract.

1. The Registered Office of the bidder should be located either in Delhi/New Delhi in a radius of eight km. from CGO Complex. An attested copy of the registration Certificate of their offices in Delhi/NCR shall be enclosed. The bidder should be ISO certified firm with sufficient experience in serving Govt. organisations, good reputation and financially sound. The ISO certificate issued after the bid invitation date will not be accepted.

2. In case of partnership firms, a copy of the partnership agreement, or General Power of Attorney duty 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 alongwith with the quotation.

3. The bidder should have a minimum annual turnover of Rs. 1 crore each during the last three financial years i.e. 2014-15, 2015-16 and 2016-17. Copies of profit and loss account and balance sheets duly certified by the CA alongwith ITR for these three years must be enclosed with the quotations.

4. The bidder should have its own bank account.
5. A self attested copy of PAN Card be attached with the quotation.
6. A self certified copy of the GST registration must be attached with the quotation.
7. The bidder must have at least ten cars having registration not older than 2015 in its name in Delhi or NCR. A list of such vehicles with self attested copies of RCs should be attached with the quotation.
8. An undertaking from the bidder firm stating that it has not been blacklisted by any Central Government Department/Ministry/PSU/Bank/State Government etc. must be attached with the bid documents.
9. The bidder must have a minimum three years experience in supplying cars on rental basis to the reputed organisations particularly Central/State Govt. Govt. Departments/PSUs. The bidder will required to submit alongwith the bid document a proof of successful and satisfactory completion of at least three contracts/work each amounting to a value of not less than Rs.30 lakh per annum during the last three years. The certificate should be from a prominent organisation (Government organisation/PSU/Bank).
10. The firm should follow labour laws and should be registered with ESIC.
11. Police verification of the firm must be attached.

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

The bidder should deposit EMD amounting to Rs. 1.5 lakh (Rupees one lakh fifty thousand only) in the form of Demand Draft/Pay Order Payable in favour of Drawing and Disbursing Officer, Department of Biotechnology, New Delhi which will be returned to the unsuccessful bidders on finalization and award of the contract. EMD of the successful L1 firm will be returned on receipt of Security Deposit as stated below. The bid without EMD shall be rejected and no correspondence will be entertained on this subject.

13. **Performance Security**

The successful bidder will have to deposit performance security amounting to Rs. 3 lakh (Rupees three lakh only) in the form of bank guarantee (BG) from a reputed bank. The BG should be valid for sixty days beyond the date of completion of the contractual obligations. In case the contract is extended beyond the initial period of one year, the validity of Performance Security received from the firm by way of BG will also be renewed.

**Terms and Conditions of the Contract**

1. The mileage will start and terminate at picking-up and dropping points in the morning and evening, respectively. In between picking and dropping timings, the vehicle would also be used to ferry officers from/to CGO Complex, New Delhi to attend meeting, etc. with Delhi/NCR. Cars can also be used on holidays, Saturday/Sunday, as and when required.
2. The contract will be for a period of one year and it is likely to commence from the date of signing of the agreement which may be extended on yearly basis at the same rates, terms and conditions depending upon the requirement and administrative convenience of the Department of Biotechnology. Any further extension can be considered on mutually agreed terms and conditions. The DBT, however, reserves
the right to terminate/curtail the contract at any time after giving one week’s notice without assigning any reason.

3. The vehicles to be provided should not be older than 2015 and should not have covered more than 50,000 kms.

4. The cars to be provided by the contractor should be in perfectly good and sound conditions.

5. The cars should be fitted with all modern features such as clean loose seat covers, quality radio music system, reading lamp, tissue paper box, car perfume, seat belts front and rear, umbrella during monsoon.

6. The vehicles should be comprehensively insured.

7. The firm should have sufficient number of drivers having experience of driving in Delhi.

8. Only such tour operator/agency may submit their quotations whose cars/taxies have been duly authorised by the concerned RTO for use as public transport and who have telephone connections available at their premises/garage/stands from where such taxies/cars 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. The drivers to be deployed with the Department should have got their antecedent verified by the local police. Before award of the contract the successful bidder will be required to submit a list of drivers to be deployed under the contract with a copy of their police verification certificates and detailed bio-data. The firm will also require to furnish a certificate that the drivers to be deployed bear good character.

12. Punctuality will have to be ensured and log book shall be maintained by the drivers. The drivers shall be responsible for proper completion of the log books including obtaining the signatures of the user.

13. The firm should have adequate number of telephone to be available round the clock.

14. The firm should have a provision to take bookings round the clock.

15. The firm should be capable of providing fleets of vehicles for events, delegations, meetings and conferences, etc.

16. The “Full Day” would imply 100 km and 10 hrs duration and half day would be 40 km and 5 hours duration.

17. Full month would imply 2400 kms and 300 hours duration.

18. Rates once finalised will be fixed at least for a period of one year and used as base rate in the case of upward and downward change in rates in fuel prices.

19. Any complaint from the user regarding poor upkeep, maintenance, non availability of above accessories or any of the conditions prescribed for drivers not being met 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.

20. Any overtime arising due to breakdown of vehicle supplied by the agency shall be on its account and shall not be charged to DBT.

21. 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 staff car rules of the Govt. of India and the log book shall be submitted to the concerned officer in DBT for scrutiny, etc.
22. A vehicle will be allowed for use only in condition when the Milo Meter is sealed. If during the running of the vehicle it is found that the milo metre is tempered/unsealed then forfeiture of hiring charges and a penalty as fixed by DBT will be imposed.

23. The time and mileage shall be taken into account from the reporting/release place. In other words there shall be no dead mileage and the 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.

24. 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 DBT. The vehicles must be available at any time of day as desired by DBT.

25. The contractor shall indemnify the Department against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Department shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.

26. The Department reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.

27. **Vehicles provided by the Department should bear commercial Taxi Cab Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have valid commercial LMV Driving Licence and Badges.**

28. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi.

29. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the Department has the right to hire vehicle from any other sources at the expense of the contractor.

30. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and these shall be the responsibility of the contractor.

31. No advance payment will be made.

32. The bills should be made date-wise by the contractor and should be submitted to the Administration Section of the Department on monthly basis i.e by 10th of each succeeding month. Late submission of the bills after the due date will not be entertained. The bill should indicated the GST registration No. and PAN No.

33. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

34. The contractor shall ensure that all the necessary documents i.e. RC, Insurance papers, PUC certificate, etc are available with the drivers deployed for duty in the Department.

35. The firm should follow labour laws and registered with ESIC.

36. The firm should be in a position to repair the vehicle(s) in short time.

37. 1% of the daily amount will be deducted in case of delayed reporting by the driver and Rs.1,000/- per day will be deducted in case non availability of vehicle on any day in case of hiring on monthly basis.

**38. PENALTIES**

(1) For non-providing of vehicle in time: Rs.100/- per hour of delay;
(2) For not providing substitute vehicles: Rs.500/- per default or cost of hiring charges from other sources, whichever is higher;
(3) On misbehaviour by the Driver: Rs.500/- per default;
(4) For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security.

39. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.

40. The price quoted is inclusive of all Taxes.

41. In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the sole arbitration of any person nominated by the Secretary, Department of Biotechnology, New Delhi. The award of the arbitrator so appointed shall be final and binding on the parties.

42. The entire dispute shall be subject to the Delhi jurisdiction.

43. The tender process of the contract can be terminated at any time without any notice at the discretion of the DBT.

All the bidders, who fulfil the above terms and conditions may register their bids through GeM only well in advance so that there is no cause of any complaint due to technical snag or server on the last date of bidding. The required technical documents along with EMD may be submitted to the Under Secretary (Admin.), Room No. 519, Block 3, CGO Complex, Lodi Road, New Delhi as per the attached checklist attached herewith, on any working day before bid end date as per the Technical Bid Check List attached in the NIT published in the Department’s official website. Please note that the L1 will be decided on the basis of eligibility criteria mentioned above and the bid received on GeM Portal.

(J. K. Dora)
Under Secretary to the Govt. Of India.
Tele : 24366268
## Technical Bid

The details in respect of the company are as given under:

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<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Details</th>
<th>Page No.</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of Firm &amp; Address</td>
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<td>2</td>
<td>Name of the proprietor of the firm</td>
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<td>3</td>
<td>Telephone No. of Agency and Proprietor</td>
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<td>4</td>
<td>The Tender should be accompanied by earnest money of Rs. 1.5 lakh (Rupees One lakh fifty thousand only) in the form of Demand Draft/pay order drawn in favour of D.D.O., D.B.T., New Delhi, without which the Tender will not be considered.</td>
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<td>5</td>
<td>Certificate regarding registration of firm in Delhi/New Delhi. Copies of Documentary proof of same must be enclosed.</td>
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<td>6</td>
<td>The Bidder must have PAN No., Copy of Documentary proof of same must be enclosed.</td>
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<td>7</td>
<td>The Bidder should have minimum turnover of 1 cr. per annum. Documentary proof should be attached</td>
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<td>Successful and satisfactory completion of at least three contracts/work each amounting to a value of not less than Rs.30 lakh per annum during the last three years. Enclose certificate from prominent organisations (Government organisation/ PSU/Bank).</td>
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<td>8</td>
<td>Copies of Profit and Loss Accounts and Balance Sheets for the last three years i.e. 2014-15, 2015-16 and 2016-17</td>
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<td>9</td>
<td>GST Registration Number. (Copy of GST Registration Certificate to be attached).</td>
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<td>10</td>
<td>List of at least 10 cars of Swift Dzire model not older than 2015 along with copies of RCs, and Insurance</td>
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<td>11</td>
<td>Proof of successful and satisfactory completion of three contracts</td>
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<td>12</td>
<td>Copy of Police verification certificate of the firm</td>
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<td>13</td>
<td>List of drivers available with bio-data and their local police verification reports</td>
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<td>14</td>
<td>ESIC registration certificate</td>
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<td>15</td>
<td>The Bidder must submit an undertaking on its letter head stating that they have not been blacklisted by any State/Government/ Central Government/ PSU Department in India.</td>
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<td>16</td>
<td>All pages of the tender document and all enclosures should be serially numbered and signed by the bidder.</td>
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