

NIDM/Admn/Maint/Hiring of Vehicle/2015-16, dated 20.5.15
National Institute of Disaster Management
(Ministry of Home Affairs)
5-B, IIPA Campus, I.P. Estate, Ring Road,
New Delhi-110002
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National Institute of Disaster Management (NIDM) New Delhi intends to hire cars on contract: For catering to the official travel requirements on monthly/daily basis. The institute is essentially intending hiring of 3-4 cars on monthly contract and 1-2 cars on daily basis. The number of cars required may vary based on demand. The successful bidder will be awarded the CONTRACT HIRING CARS SERVICE on MONTHLY BASIS initially for 1 year extendable to 2 years.

Sealed tenders are invited from the experienced Transport Companies/ Agencies possessing at least 10-12 cars registered with the Transport Department, with a capacity to provide more than 5-6 cars at a time. The vehicle should be not more than 2 years old having excellent working condition with good seats and upholstery, good air condition system.

The tenderer shall have to provide vehicles duly registered in Delhi NCR (Petrol/Diesel) and complying to emission norm of Bharat Stage IV (Euro IV) of the categories Honda City, Indigo, Swift Dzire, Innova and Indica etc.:-

2. INTRUCTIONS TO TENDERERS

The tender for hiring of cars shall be in a two-bid system. Tender shall comprise of a technical bid (seeking information about technical capabilities, experience of similar service, lost of diems and work orders, where such services ate being provided, testimonials/certificates, manpower available etc.) and a Financial bid (showing details of costs involved including taxes).

The Tender is not transferable under any circumstances. Each page of the Tender Document shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign and embossed with the official seal at the time of submission.

3. DOCUMENTS TO BE SUBMITTED

The Bidder should submit following documents along with the technical bid in Annexure-I.

- (a) Experience certificates or work orders for supplying cars (4 wheeler) to Govt. /Govt. undertaking for a period of at least 5 years.
- (b) Copy of relevant registration documents certifying its entity as proprietorship/partnership/company.

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- (c) The documents pertaining to the number of cars owned and the RC copies of the cars which will be put into operations at NIDM. The manufacturing year of the vehicles to be supplied not be earlier than May 2013 and should not have run more than 50,000 k.m.
- (d) Certificates from the E.S.I. & the E.P.F. for employees of the company/ firm (if applicable for the firm)
- (e) Certificates of sales Tax Clearance, Income Tax Clearance, PAN document.
- (f) Audited Balance Sheets for the last 3 years. Annual turnover of the firm should be Rs. 1,00,00,000/- or above.
- (g) **EARNEST MONEY:** An amount of Rs. 20,000/- (Rupees Twenty Thousand only) only be Demand Draft/Pay Order/ Banker's Cheque of any scheduled bank is to be deposited in favour of "NIDM" and payable at "New Delhi". No interest will be payable by the NIDM on the Earnest Money Deposit. The EMD will be refunded to the unsuccessful bidders. Any tender not accompanied by Earnest Money Deposit will be rejected summarily.

The successful bidder will be required to deposit a "Security money" of Rs. 50,000/- with NIDM.
- (h) Vehicles should be registered for commercial use.

4. LAST DATE FOR SUBMISSION OF TENDER

The tender documents duly completed must reach the Executive Director, National Institute of Disaster Management on or before 15:00 hours on 15/06/2015. The tenders received after stipulated date & time will not be entertained, the tenders shall be opened on the same day i.e. hrs on 15/6/2015.

Both Technical BID and FINANCIAL BID shall have to be submitted in **separate sealed envelopes** superscribing clearly the nature of bid and in turn submitted together in a sealed envelope The Schedule of Rates given at Annexure II should be detached from the tender document and separately put in a sealed cover, which should be superscribed as "**PRICE BID**". This envelope may be placed inside the main envelope.

5. EFFECT AND VALIDITY OF OFFER

The tender shall remain valid for a period ninety (90) days from the date of opening of tender.

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6. OPENING OF PRICE BID

The price bids of only those firms, who are found qualified on evaluation of the technical bids, shall be opened on a later date with intimation to the bidders. In case the date of tender is declared to be a Holiday by the Central/State/ Govt. or Local administration, then it will be opened on the next working day. However, opening/closing time of tender will remain the same.

7. ACCEPTANCE OF TENDER

Institute reserves the right to reject any or all tenders without assigning any reason.

Acceptance of tendered rates will be communicated by Fax/ Express letter to the tenderer followed by a hard copy letter.

The tenderer whose tender is accepted shall be required to appear at the office of the Executive Director, National Institute of Disaster Management, in person or, if the tenderers are a firm/party, company or a corporation, a duly authorized representative shall so appear and execute the contract documents as stipulated in the conditions of lease within 7 days of the date of issue of letter from the NIDM's Office.

8. DURATION OF CONTRACT

At the initial stage, the contract Hiring Car services shall be awarded for a period of 1 year from the date of commencement of contract which may be extended for a maximum period of 2 years on mutually acceptable terms and conditions and rates at the sole discretion of NIDM management. However, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least 3(three) months.

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9. SCOPE OF WORK WITH SOME CONDITIONS

- The Vehicle(s) are required as per necessity from the date of issue of the work order. The contract vehicles are to be used official of the Institute and Institute works only.
- The duty hours and kilometers will be calculated from the reporting time to releasing time of the vehicle on each day. Extra run of ½ hour for reporting and ½ hour for garaging will be entertained. The bill to be prepared on the basis of Day & Time/KM figures in the report release column of the duty slip.
- The Log Book or duty slip is to be maintained by the contractor as per proforma to be specified by the Establishment Section, which is to be acknowledged by the Controlling Officer. In case of loss of the said Log-Book or Duty Slip, the controlling officer's decision regarding payment will be final.
- The controlling officer of this Institute will operate the contract and his decision and instructions will be binding on the contractor.
- While on duty the driver should keep with him the proper & up-to-date records of the vehicle, valid driving license.
- The courtesy and good behavior on the part of the driver is important. Discourteous or careless driver shall be replaced on demand.
- The contractor is solely responsible for all actions including payment of any type of claims arising out of infringement of rules, regulations, accident or any other unforeseen happening. In case the vehicle is withdrawn for maintenance/repair/breakdown, a substitute vehicle should be provided forthwith.
- The controlling officer of this Institute to whom the vehicle shall essentially report is empowered to return the vehicle if he feels that it is not worth traveling and no payment will be made for the said day. Moreover, no payment will be made on the day, if the transport contractor fails to render service in time for the day. If the services of the contractor at any stage are found unsatisfactory, the Institute is likely to cancel the tender without assigning any reason/notice and his security deposit will be forfeited without any litigation.
- The contractor must have an office in Delhi Area and round the clock contact telephone number for keeping easy contract.

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- The day will be reckoned from mid-night to mid-night.
- Intending bidder must have atleast one active fixed/mobile where requisition of vehicles can be conveyed all the 24 hrs. Telephone Number must be specified in the Bid.
- In case of emergency i.e., breakdown en-route, contractor shall have to arrange for alternate vehicle for escorting persons and materials.
- The liability arising out of accident of the hired vehicle under relevant sections of relevant motor vehicle act and IPC shall solely be on the contractor. The hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
- The engagement and employment of drivers and payment wages to them as per existing provisions of various labour laws or regulations shall be deemed to be breach of this contract if not adhered to.
- The Contractor shall assign the job of driving of hired vehicles only to qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the riders. The essential spares are to be stored in the vehicle for trouble free driving. NIDM shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under relevant section of IPC and any loss caused to NIDM will have to be suitably compensated by the contractor.
- The contractor shall when called upon to do so, place at the disposal of NIDM such number of vehicles as any be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions.
- Vehicles having registration shall be supplied to NIDM and taxes etc due on such vehicles shall be liability of the contractor. The cost of lubricants, repairs, maintenance, taxes, insurance, etc. will be contractor's liability.
- NIDM will reimburse toll tax, parking charge and state passenger tax whenever incurred on submission of original receipt. The driver to be provided with petty cash from the contractor for the purpose.
- Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to NIDM as and when demanded.

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- The vehicles deployed during the contractual period at any period of time should be well maintained and in perfect running condition as per NIDM's requirement with proper pollution check and valid pollution certificate.
- Journey within Delhi/NCR area will be treated as local journey.
- The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings/accessories like radio cassette player, tissue paper box, car perfume, mobile charger, seat belts (front & rear) etc. for maximum comfort of passengers.
- Drivers of vehicles must be provided and maintain mobile phones. No extra changes would be paid by NIDM for the same.
- In case of break down/servicing/repair the contractor shall provide alternate vehicle of same Make and model or higher failing which vehicle shall be hired from any other source/sources at the risk and cost of the contractor.
- The maintenance cost, charges of fuel (petrol/diesel/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.
- Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also.
- The vehicle sent to NIDM office on requisition must have all relevant documents like registration Book/Driving license/Insurance/Road Tax Receipt/Permit fee/pollution certificates/Passenger Tax/Border Tax/mobile phone etc. The vehicle should be licensed and shall conform to all Govt.rules and regulation being in force from time to time.
- 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.

10. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

PROVISION OF STAFF: The contractor shall provide, at his own cost, trained Drivers having valid license and other employees with necessary tools, instruments, equipment etc., for the safe, effective and efficient discharge of the work contemplated in the contract.

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The contractor shall provide, at his own cost, all employees with necessary identity cards/license, uniforms, which they shall display on their person to distinguish them from unauthorized persons.

Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties as a part of this contract and shall employ only such persons whose character has been verified by the police/the Govt. Administrative Officer. He shall, on demand, produce papers regarding police verification of any of his staff.

The official in charge of cars shall be at liberty to object to and require the contractor to remove forthwith from the Cars any person employed by the contractor if, in the opinion of official in charge of car, such person is disobedient/insubordinate or misconducts himself, is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by Contractor without the written permission of official-in-charge shall be final and shall not be questioned on any ground whatsoever.

Insurance of all the employees and the Cars will be responsibility of contractor.

11. LIABILITY FOR LABOUR AND/OR PERSONNEL

The contractor shall be responsible for compliance of relevant labour laws or any other act to the extent they are applicable to his establishment/workmen.

12. SUBCONTRACTING NOT ALLOWED

The successful bidder shall not subcontract, transfer or assign the task to any other agency without the previous written approval of NIDM. In case of contractor contravenes this conditions, NIDM shall be entitled to place the contract elsewhere at the cost and risk of contractor and all expenses borne on this account shall be recovered from him.

13. ADDITIONAL OR EXTRA SERVICES

The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by NIDM, subject to the terms and conditions of the contract. The contractor may also be asked to provide additional services not specifically provided for in this contract, for which the remuneration shall be payable at the rates as may be settled by mutual negotiation. In the absence of an agreement being reached on the rates for such additional services, the decision of the Institute Authority, NIDM will be final and binding and non-settlement of the rates for additional services will not confer any right upon the contract to refuse to carry out or render such services.

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The decision of the Institute Authority will respect to the rates for extra/substituted items of work will be final and binding.

14. PENALTIES

- I) In case of break down, vehicles have to be replaced by other vehicle in good condition immediately or not more than one hour late. In case of non-availability of suitable vehicle a penalty upto Rs.300/- per day may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.600/- per break down shall be imposed.
- II) In case of non-availability of vehicles penalty of Rs.1000/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
- III) In case of non-availability of vehicles during extra hrs penalty of Rs.600/- per occasion shall be imposed.

NIDM also reserves the right to impose penalties for unsatisfactory services which may include:

- i. Poor quality of service such as delayed arrival/departure the designated stop/place.
- ii. Misbehaviour by staff with the users.
- iii. Disruption in the schedule/non-availability of the cars on any day.
- iv. Working in violation of instructions given by NIDM.
- v. Poor quality of cars (both interior & exterior)

The final decision of the extent of penalty leviable on the contractor will rest with the Institute Authority.

15. PAYMENT

For doing the work indicated in clause 12, the contractor will be paid according to the approved Schedule of Rates as per Annexure-II. The payment of hiring car service will be made monthly basis.

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The rates given the Schedule of Rates at Annexure-II will be binding on both the parties and no change in the rates will be permissible during currency of the contract.

Subject to any deductions which NIDM will be authorized to make under the terms of contract that may be applicable while accepting the tender, the contractor shall be entitled for payment as under:

“The contractor shall prepare and submit monthly bills in proper forms along with copy of log book. Payment of amount claimed will be arranged after necessary checks of the correctness of claim, deducting all charges due including income-tax, at the prescribed rate. The aforesaid payment of the bill will ordinarily be made within 15 days of submission. The delay, however, shall neither entitle the contractor to claim interest nor terminate contract.”

A claim for services rendered under this contract shall be made by the contractor to NIDM within three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof.

No claim in respect of under-payment to the contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by NIDM.

Payment shall be made through account payee cheques.

NIDM will have the right to recover any over payment which might have been made to the contractor by NIDM through inadvertence, etc. or any cause whatsoever from their bills and from the security deposit or any other amounts due to him. In the even of any such recoveries/adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which NIDM will be at liberty to deduct the said amount from the future bills.

Daily LOG-BOOK should be maintained and should be got signed by the user and the concerned authorized staff of the Establishment Section of the Institute. The LOG-BOOK should be in proper prescribed Performa and all columns should be filled up properly.

Payment of any Govt. Tax or duty for plying the vehicles will be liability of contractor.

16. SERVICE TAX

The rental car service will be considered as service. Any service tax applicable on the rate will be paid extra by the Institute. In monthly bill charged with

service tax, the contractor will be responsible to make the payment of the service tax to the respective Govt. Department. After making the payment the contractor shall have to submit the proof the same to the Finance & Accounts of the Institute during the submission of the next monthly bill. Contractor has to clearly mentioned about service tax in their financial bid otherwise it is presumed that the rate is inclusive service tax.

17. ILLEGAL GRATIFICATION

Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any employee(s) of NIDM or to any person on his or on their behalf in relation to the obtaining or the executing of this or any other contract with NIDM shall entitle. NIDM to rescind all contracts with him in addition to any criminal liability the dealings or transactions either directly or indirectly with any employee(s) of NIDM and, if he shall do so. NIDM shall be entitled forthwith to rescind his all contracts with NIDM. Any question or dispute as to the commission of any offense or compensation payable to NIDM under his clause shall be settled by NIDM in such a manner as it considers fit, sufficient and decision in this regard shall be final and conclusive.

The contractor shall forbid and take all possible steps within this power to prevent all labourer and other persons employed by him from demanding or receiving from any person other than the contractor himself or his agents any remuneration or gratuity whatsoever.

18. NIDM RESERVES THE RIGHT TO TERMINATE THE AGREEMENT IN CASE CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN A COURT OF LAW

If, at any time, the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted in any Court of Law. NIDM will have the absolute option of terminating the contract forthwith and the contractor shall have no right for damage or compensation on this account.

19. EXIT CLAUSE

NIDM will also have the Liberty to seek a clause of termination of contract by serving an advance 30 days notice against contractor in case there are reasons for doing so as determined by the Authority.

20. ARBITRATION

In case of any disputes arising out of interpretation of any of the provisions of this contract, an arbitrator shall be appointed by the Competent Authority of the Institute. There will be no objection if the arbitrator so appointed is an

employee of NIDM and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had express views on all or any of the matters in dispute in reference.

Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

21. NOTICE ETC.

Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of NIDM shall be issued or taken on his behalf by the Assistant Registrar, Establishment Section of the Institute. The Contractor shall furnish to NIDM the names, designation and addresses of this authorized representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the Contractor if delivered to them or his authorized representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary cover of post or on the day on which they were delivered or left.

22. GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the NIDM whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Executive Director, NIDM whose decision will be final and binding.

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TEHCNICAL BID

(for Hiring Cars Service for National Institute of Disaster Management)

Reference: NIDM/Admn/Maint/Hiring of Vehicle/2015-16

1. Name of the Bidder:
2. Address of the Bidder (with Tel. & Mob. Nos.):
3. Nature of Ownership:
(Sole Proprietor/Partnership firm/Company)
4. Details of Vehicles:

Vehicle Registration No.	Make of Vehicle	Manufacturing year of vehicle	Whether NICR permit is available (Yes/No)

5. Experience:

Client Name	Period from which services provided	Nos. of vehicle provided	Remarks (If any)

6. No. of employees drivers/mechanics
7. Do you have your own workshop/Garage for maintaining the fleet
8. Certificates from the E.S.I. & the E.P.F. for employees of the company firm
9. Certificates of Sales Tax Clearance, Income Tax Clearance
10. Audited Balance Sheet for the last 3 years. Annual turnover the firm should be Rs. 1,00,00,000/- or above.
11. EARNEST MONEY: an amount of Rs. 20,000/- (Rupees Twenty thousand only) by Demand Draft/Pay order/Banker's Cheque if any schedules bank is to be deposited in favour of 'NIDM' and payable at 'New Delhi'. No interest will be payable by the NIDM on the Earnest Money Deposit. The EMD will be refunded to the unsuccessful bidders after awarding the service contract to the successful bidder. Any tender not accompanied by Earnest Money Deposit will be rejected.

The successful bidder will required to deposit a “Security money” of Rs. 50,000/- with NIDM.

12. The above information may be physically verified, and any default may technically disqualify the bids.

I/we certify that the information provided above and the relevant certificates enclosed are true.

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Price Bid for hiring of cars

S.No.	Particulars (for NCR Delhi)	A.C. Car	Non A.C. Car
1.	Daily charges (100 Kms & 10 hrs. for the following: a. Honda City/Indigo/Swift Desire b. Innova/Qualis/Scorpio/Xylo c. Tempo Traveler (12 seated) d Indica		
2.	Rate for extra k.m. a. Honda City/Indigo/Swift Desire b. Innova/Qualis/Scorpio/Xylo c. Tempo Traveler (12 seated) d Indica		
3.	Rate for extra hour a. Honda City/Indigo/Swift Desire b. Innova/Qualis/Scorpio/Xylo c. Tempo Traveler (12 seated) d Indica		
4.	Monthly charges (3000 kms & 300 hrs. a. Honda City/Indigo/Swift Desire b. INDICA/i20/equivalent		
5.	Rate for extra k.m. a. Honda City/Indigo/Swift Desire b. INDICA/i20/equivalent		
6.	Rate for extra hour a. Honda City/Indigo/Swift Desire b. INDICA/i20/equivalent		

Authorized signature and seal of the Tenderer

Price Bid for hiring of Buses (Group-B)

S.No.	Particulars (for NCR Delhi)	A.C. Bus	Non A.C. Bus
1.	Daily charges (100 k.m. & 10 hrs. for the following: Mini Bus Tourist Bus		
2.	Rate for extra k.m. Mini Bus Tourist Bus		
3.	Rate for extra hour Mini Bus Tourist Bus		

Authorized Signature and seal of the Tenderer