SECTION - II GENERAL INSTRUCTIONS TO TENDERER/TERMS & CONDITIONS

While quoting, every person tendering should specifically note that -

- The tenderer shall examine all instructions, forms, terms & conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tendering document in every respect will result in rejection of the tender.
- 2. The last date for submission of tender is 16.03.2017 at 1300 hrs. The technical proposal should be as per Annexure 'I' and the financial bid should be as per Annexure 'II'.
- 3. Tenders not submitted as above or tenders in which the financial bid is indicated in the technical proposal shall be treated as non-responsive and shall be rejected.
- 4. Tenders must be received by the Directorate of Logistics (DoL) not later than the date and time specified in Para 2 above. Any tender received after the specified date and time of receipt, will not be considered.
- 5. The Tender Committee appointed by the DoL will evaluate all the Technical Bids in the first instance on the specified date and time. The financial bids of only technically acceptable bids will be opened for further evaluation and ranking before awarding the contract.
- 6. The Contract will be from 01.04.2017 to 31.03.2018, unless it is curtailed or terminated by the owing to deficiency of service and may be extended at the discretion of the Directorate of Logistics on same terms and conditions for a further period not exceeding another one year.
- 7. EMD of the unsuccessful tenderers will be returned without any interest.
- 8. EMD of the successful tenderer will be returned after the contract is signed and the performance security of equal amount is executed.

Terms & Conditions

- 9. Vehicles provided by the tenderer should preferably be new and not older than 1-2 years, without any accident history, in excellent and neat exterior, interior and running condition which they shall also so maintain during period of hire. However, preference will be given to new vehicle.
- 10. The number of vehicles required can be increased or decreased as per the Directorate's requirement.
- 11. The car shall be provided on any day including Saturday, Sunday and Holidays, if required by the Hirer.
- 12. Zero based mileage i.e. mileage starting and ending at/from duty or drop off location shall be adopted for the purposes of calculating the kilo meters
- 13. They have arrangements for establishing contact and round the clock service
- 14. Service Tax will not be reimbursed, if the Service Provider fails to produce proof of payment of Service Tax.
- 15. The billing will be done on monthly basis and bills to be submitted in triplicate by the 5th of the succeeding month.

- 16. The car(s) provided should comply with laws in force in India.
- 17. Their drivers have valid driving license and act to comply with laws in force and they are adequately experienced, and maintain decency, politeness, neat dress and good habits.
- 18. Their drivers are equipped with functional mobile phone at their cost, for contact purposes. Their drivers are well versed with the routes and locations in entire Delhi, New Delhi & NCR. Their driver/service provider shall maintain log-book with vehicle indicating the day to day running mileage.
- 19. Once hired, the car will not be put to use for other purposes, and the vehicles and drivers will work under the overall supervision of the department for which they will do all as is necessary.
- In order to ensure day to day functionality of hirer, once hired, service provider shall not keep changing or rotating vehicles and drivers, except if the hirer so indicates in the case of eventuality or unsuitability.
- 21. Any person who is in government service or an employee of the department is not a partner, directly or indirectly, with the service provider.
- 22. They will comply with labour laws in force and all liabilities in this connection will be theirs.
- 23. If the contract is awarded, they are to provide the department the complete details of vehicles, certified copies of the RC books, comprehensive insurance policies as well as full details of deployed drivers, their addresses, copies of their driving licenses.
- 24. The department will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The department recognizes no employer-employee relationship between the department and the personnel deployed by the service provider. The department shall not be responsible financially or otherwise for any injury to the vehicle or driver or person deployed by the service provider during the course of hire.
- 25. In case of any accident, any and all the claims and damages arising there from shall be met by the service provider.
- 26. The service provider shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the service provider 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.
- 27. In the event of the hired car developing snags the service provider will ensure that a replacement car is provided on priority and in case of failure to make alternative arrangement, the Department will be at liberty to hire other car and the cost incurred on account of such hiring shall be at the expense of the service provider.
- 28. The department reserves the right to charge penalty, Rs.500 per hour of delay for non provision of vehicle in time, and Rs.500 per instance of mis-behaviour of driver. If the service provider fails to provide the vehicle for a day or so, an amount of Rs. 2000/- per day will be charged as penalty for non-providing the vehicle and pro-rata deduction for a period of non-providing the vehicle shall be made from the bill.
- 29. The department shall maintain record of journeys undertaken in line with log book system for departmental vehicles.

- 30. Department shall not make any advance payments and payments shall be made only on the basis of monthly bills submitted on end of every month.
- 31. The department reserves the right to terminate the contract without assigning any reason by giving two days notice.
- 32. Deputy Commissioner (Admn.), Directorate of Logistics, Customs and Central Excise, 4th Floor, 'A' Wing, Lok Nayak Bhavan, Khan Market, New Delhi 110511 reserves the right to require fulfillment of other conditions, not expressly mentioned, which are consistent with use of vehicles on hire with this office, and to reject any or all tenders without assigning any reason thereof.
- 33. In case of dispute, the decision of the Deputy Commissioner (Admn.), Directorate of Logistics, Customs and Central Excise, 4th Floor, 'A' Wing, Lok Nayak Bhavan, Khan Market, New Delhi 110511 shall be final and binding.

Sd./(Shreemohan Meena)
Deputy Commissioner (Admn.)
Directorate of Logistics, New Delhi

TECHNICAL BID

Name, Address and Telephone no of Tenderer:	
Fax No.:	
E-mail Id:	
Name and address of the Proprietor /Partner/ Directors:	
Qualifying criteria for Technical Bid	
1. The vehicle is registered as commercial vehicle	Yes / No
2. We have attached photocopy of RC Book offered in this tender	Yes / No
3. We have valid Service Tax Registration	Yes / No
4. We have attached copy of Service Tax Registration	Yes / No
5. We have valid PAN	Yes / No
6. We have attached copy of PAN	Yes / No
7. Date of purchase of vehicles, model name with their Registration No and attach relevant documents.	
Additional evaluation criteria	
7. In 2016-17 provided cars on hire for over 6 months to Central/State Government /Public Sector offices	Yes / No
8. If reply to 7 above is yes, then provide names of the offices	

"I have read the terms & conditions of the Tender Notice."

Signature Name of Authorized Signatory Seal/Stamp

FINANCIAL BID

Name, Address and Telephone no of T	enderer:			
Fax No.:				
E-mail Id:				
Name and address of the Proprietor/Partner/Directors				
Service Tax Registration Number				
Rate per car (inclusive of all applicable taxes)				
Category of car	Vehicle	Rate per	Other	Extra KM.
	Model	month in	Statutory	Charge in
		Rs.	levies in	Rs.
			Rs.	
Non AC Car – for up to 25 days				
subject to a maximum of 2000 km in				
a month.				

"I have read the terms & conditions of the Tender Notice."

Signature Name of Authorized Signatory Seal/Stamp

DECLARATION

1.	I Son / Daughter / Wife of Shri	and Proprietor		
/ Dire	ctor / Authorized signatory of	_ am competent to sign this declaration		
and ex	ecute this tender document.			
2.	I have read and understood all the terms and con-	ditions of the tender and undertake to		
abide by them.				
3.	The information / documents furnished along wit	th the above application are true and		
authentic to the best of my knowledge and belief. I / We am/are well aware of the fact that the				
furnishing of any false / misleading information / fabricated document would lead to rejection of				
my tender at any stage.				
Date:	Sig	gnature of authorized person		
Place:	1	Name		
		Seal		