

**Cement Corporation of India Ltd.**

(A Govt. of India Enterprise)

**Tender Document**

**For**

**Empanelment of Agencies**

**For**

**Hiring of Vehicles**

M/s \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_.

Ref. No. 11(11)/Admn./2017-18  
Date 27 .03.2018

### Tender Documents

1. Cement Corporation of India Ltd. (A Govt. of India Enterprise) invites sealed tenders for hiring of vehicle from reputed agencies. The terms & conditions and other Conditions are given in Annexure – I & II respectively.
2. The formats for price BID are at annexure III & IV for full time and need basis respectively.
3. The tenders are to be sent in two separate sealed envelopes, one containing only price bid super scribed as "PRICE BID" and the other containing terms and conditions duly signed and EMD and other documents super scribed as "Techno-Commercial Bid". Both these envelopes are to be sealed in a separate envelope super scribing "Tender for Hiring of Vehicle".
4. The tender shall be signed by a person duly authorized person of the agency and shall be sent to:

Dy. Manager (Administration)  
Cement Corporation of India Ltd.  
Core No. 5, Scope Complex,  
7-Lodhi Road, New Delhi-110003

5. Qualifying Criteria:

Description	Documents to be submitted
1. The firm should have at least 3 years of experience in the tours and travel business in providing Vehicles/ taxis to the Government/ PSU Sector	Copy of work orders in respect of their existing contract with Govt. /PSU Sector may be enclosed.
2. The firm should own at least 5 vehicle of same model having 1100 cc capacity or more & with boot space (i.e. hatch back vehicles are not required).	

6. The important dates are as follows :-

- a. Last date for receipt of sealed bids – **17.04.2018 till 3:00 PM**
- b. Opening of Technical Commercial Bid - Same day at **3:30 PM**
- c. Representative of the bidders, who wishes to be present may be present.
- d. PRICE Bid of the firms who qualify in the Technical Bid will be opened on date **to be intimated later**, in the presence of bidders/their representative who like to be present.

7. Earnest Money deposit (EMD) of Rs. 30,000/-(Rs. Thirty thousand only) should be accompanied with the tender. The EMD shall be paid in the form of DD /

Banker Cheque or bank guarantee from a nationalized bank in favour of "Cement Corporation of India Ltd." at New Delhi. Such EMD amount shall not carry any interest.

8. Any tender not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by CCI.
  9. The EMD shall be forfeited if the tenderer withdraw his tender during the validity period of the tender.
  10. The bid shall remain valid for a period of three months from the date of opening of the tender.
  11. The rates quoted shall remain unchanged during the currency or extended period of the contract and no increase whatsoever shall be allowed.
  12. CCI reserve the right to accept / reject any bid to cancel the bidding process at any time and reject all bids, at any stage prior to placement of order, without thereby incurring any liability.
10. Dispute Under this Contract and Arbitration :-
- 10.1 In the event of any question/dispute breach of or difference arising in respect of the meaning and scope of terms & conditions herein or in connection with any matter under this agreement (except for those matters which are to be decided as per provisions made in these terms & conditions) the same shall be referred to CMD of CCI Ltd. for appointment of a sole Arbitrator. There will be no objection if the Arbitrator so appointed is or was an employee of the corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matter in dispute or difference or dealt with matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of the dispute(s) exceeds Rs. 50,000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.
  - 10.2 Subject to aforesaid the Arbitration and Conciliation Act, 1996 the Rule made there under any statutory modifications thereof for the time being in force shall apply to the arbitration Proceedings under this Clause.
  - 10.3 The work under this contract shall be continued uninterrupted during the pendency of the Arbitration Proceedings and no payment due from one to the other parties therein shall be withheld on accounts of pendency of such Proceeding unless such payment related to the matters under Arbitration.
  - 10.4 The venue of the Arbitration shall be New Delhi or such other place as the Arbitral Tribunal at his discretion made determined.
  - 10.5 All matter 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 jurisdiction of Indian Courts at Delhi.
11. Any clarification may be obtained from Dy. Manager (Administration) - CCI.

Dy. Manager (Administration)  
Cement Corporation of India Ltd.

**TERMS & CONDITIONS**

1. The contractor shall provide DELHI/NCR registered vehicles (Petrol/Diesel/CNG) of Model 2016 or later. In case of CNG, it should be factory fitted. The vehicle should be compliant to latest stands of pollution control norms.
2. The contract would be for one year at a time, which is extendable by one year, based on satisfactory performance, without any revision of rates.
3. In case additional vehicle is taken by the corporation as per need basis, the rate shall be as per rate offered in Annexure – IV.
4. The Vehicle must be made available at any given time and day as desired by the Officer with whom the vehicle is attached.
5. The owner/firm must be able to provide services on All India Basis, if required by the Authority.
6. The vehicle should report to the place of the requirement as per directions of the Authority. There will be no dead mileage, i.e. the Kilometerage for the purpose of 'Vehicle run' and 'hours of duty' shall be reckoned from the point of reporting for duty and to the point of vehicle released i.e. no claim will be considered from garage to place of reporting & place of release of vehicle to garage.
7. No mileage will be allowed to drivers for lunch/breakfast or for drawl of petrol/CNG etc.
8. The vehicle should be insured comprehensively and should have necessary valid permits from the Transport Department /Authority.
9. All liabilities, arising out of any legal dispute, accidents, breakdown etc. shall be borne/ paid by the Firm.
10. The owner/ representative of the firm should be available round the clock (24x7 Hrs). on direct telephone (office as well as residence) so as to respond to the call for vehicle in emergent cases. The Mobile number should also be given.
11. Drivers deputed with the vehicle should bear good character and antecedents, well behaved and neatly dressed in uniforms and should be in possession of a valid Driving License including pollution Control Certificate and should have good knowledge of all roads/routes. Misbehavior of the Driver will be viewed very seriously and CCI reserves the right to impose a penalty of Rs 500/- for such incidence and the driver should be replaced.
12. The antecedents of drivers to be deployed should be properly verified and their details (name, address, telephone nos. etc.) will have to be provided to this office. In case of change of driver, prior intimation will be required to be given to this Authority and the user.
13. Drivers of vehicle must be provided and maintain Mobile phones with GPRS/Maps, no extra charges would be paid by CCI for the same.
14. Firm should be position to provide stand by Cars within half an hour of reporting to the contractor telephonically during break down/ providing additional car to our visitors. All expenses are to be borne by the firm, in case of breakdown of a vehicle supplied.
15. A penalty of Rs.500/- per car per day shall be imposed if the transporter fails to provide car on any particular day.
16. For each and every vehicle, the driver is required to maintain a log-book i.e. details of various journeys performed during the day since morning till last duty.
17. No advance payment, in any case, would be made to the firm.
18. A certificate to be produced by the transporter from the competent authority to certify proper status/functioning of the 'Kilometer Meter'.
19. The rates should be quoted as per price bid format and inclusive of all expenses such as POL, Fuel, maintenance, repair and servicing etc.

20. The Taxis/ car to be supplied should be in very good working conditions and well maintained during the contract period. The vehicle to be supplied should be excellent mechanically as well as physically i.e. outer body/ upholstery etc. should be decent looking.
21. CCI will not be responsible for any challan, loss, damage, or accident to the vehicle or to any other vehicle or injury.
22. If the contractor after submission of bid and due acceptance of the same i.e. after the award of contract, fails to abide by the terms and conditions of these tender documents, or fails to complete his contract period or at any time repudiates the contract, CCI Ltd. will have the right to forfeit the security deposit.
23. In case of any compelling circumstance, CCI reserves the right to terminate the contract without assigning any reason by giving the contractor one calendar month notice of its intention to do so.
24. If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, vehicle may be rejected and sent back. No payment shall be made on account of care so rejected.
25. In case of breakdown of the vehicle 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 bill of the contractor.
26. The contractor shall maintain duty slip attached for every trip/requisition. The duty slip should be got signed by the user which would indicate the vehicle number, start and 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 slip. In no case duty slip without signature will be accepted for payment unless specially intimated in advance.
27. The detailed conditions of contract are enclosed.
28. Bids incomplete in any respect shall be liable to be rejected.

(Signature of tenderer)

**CONDITIONS OF CONTRACT**

**1. RESPONSIBILITIES OF THE CONTRACTOR/AGENCY**

- 1.1 For any kinds of repairs/maintenance charges, cost of fuel, oil, lubricant, fee towards licenses/registration taxes such as road tax, permit fee/challan, salary/overtime of the driver, insurance premium etc. shall be the responsibility of the contractor and shall be borne by the contractor all along. The driver to be provided with petty cash/card for the purpose.
- 1.2 The contractor should ensure proper sealing of milometer. CCI reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering 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 the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action.
- 1.3 The cars sent to offices of CCI, on requisition must have all relevant documents like registration book/driving license/insurance/Road tax receipt/ Permit for passenger tax/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.
- 1.4 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.
- 1.5 The driver should be conversant with the routes and important places of Delhi/NCR.
- 1.6 Compliance of all statutory obligations viz Industrial Dispute Act, workmen's Compensation Act/ESI Act, Contract labour (R&A) Act shall be ensured by the agency.
- 1.7 The agency shall always keep CCI indemnified against any liability due to non-compliance of statutory obligation by the agency or any of its agents/servants/driver or for any reason whatsoever. They shall also be responsible for the conduct of their staff.

**2. VEHICLE REQUISITIONING & DUTY SLIP**

- 2.1 Booking made by authorized CCI official(s) shall only be considered for purpose of payment.
- 2.2 The agency shall maintain the duty slip as per prescribed format for every trip/requisition. The duty slip must 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 duty slips. Tempering with the contents of the duty slips would be viewed very seriously. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

**3. TERMS OF PAYMENT & REIMBURSEMENT**

- 3.1 The agency shall submit bills, in duplicate within the first week of each month to the Administration department complete in all respects along with duty slips/logbook and monthly statement of journey.
- 3.2 Payment will be released within a month.
- 3.3 No advance payment shall be made under any circumstances.

- 3.4 CCI will reimburse toll tax, DND tax, parking chares and state passenger tax wherever incurred enroute journey, on submission of original receipt duly certified by the officer travelled on submission of documentary proof (in original).
- 3.5 Night stay charges for outstation journey shall be paid only if the vehicle is kept beyond 12.00 midnight.
- 3.6 Security deposit shall be deducted from running bills at the rate of 10 % of the bill amount after adjustment of the EMD amount, subject to maximum of 10 % value of the contract. This SD shall not bear any interest and will be refunded after satisfactory completion of the contract period or extension thereof.
- 3.7 TDS and other taxes as applicable shall be deducted from the bills of agency.

(Signature of tenderer)

**Details of Bidder:-**

Name of the Bidder	:	
Contact landline No.	:	
Contact Mobile No.	:	
Address	:	
Type of Taxi Permit	:	National /State
Details of vehicle (Make/Model) offered	:	
GST Registration. No	:	
PAN No. of the operator (Please enclose PAN copy)	:	
Copy of GST Registration Certification	:	

**PRICE BID FORMAT****A. Vehicle required (Registered – 2016 or later) on Monthly basis for 3 (three) cars:-**

SN	Description	Qty (A)	Rate for each car (Rs.) (B)	Amount in Rupees (A x B)
1.	<b><u>For Full day :</u></b> Hiring of A/C vehicle having more than 1100 CC engine & boot space ( like Maruti – Dezire / Baleno, Honda-Amaze, Hundai-Xcent) with a minimum seating capacity of 1+4, which includes one driver on monthly basis (26 working days) for 12 hours running per day, total run 2000 Kms/month.	3		
2.	Rate per Km, for excess km running beyond 2000 Km in a month per car (Average expected excess running KM approx. 1000 Km. in a month for 3 cars)	1000		
3.	Rate per hour for extra hours after 12 hrs running (Average expected excess hrs approx. 150 Hrs. in a month for 3 cars)	150		
	<b>TOTAL AMOUNT (Rs.)</b> excluding taxes			
	<b>Applicable GST in percentage</b>			



**PRICE BID FORMAT****B. Vehicle required (Registered – 2016 or later) on Need Basis:-**

SN	Description	Rate in (Rs.)
1.	<b><u>For Full day (for Delhi/NCR Journey):</u></b> Hiring of A/C vehicle having more than 1100 CC engine & boot space <b>(like Maruti – Dezire / Baleno, Honda-Amaze, Hundai-Xcent)</b> with a minimum seating capacity of 1+4, which includes one driver on daily basis for 12 hours running per day total run 80 Kms	
	Rate per Km, for excess km running beyond 80 Km	
	Rate per hour for extra hours after 12 hrs running	
2.	<b><u>For Full day (for Delhi/NCR Journey):</u></b> Hiring of A/C vehicle <b>Innova / Ertiga / Xilo etc.</b> which includes one driver on daily basis for 12 hours running per day total run 80 Kms	
	Rate per Km, for excess km running beyond 80 Km	
	Rate per hour for extra hours after 12 hrs running	
3.	<b><u>For Half day (for Delhi/NCR Journey):</u></b> <b>Hiring of A/C vehicle having more than 1100 CC engine &amp; boot space( like Maruti – Dezire / Baleno, Honda-Amaze, Hundai-Xcent)</b> with a minimum seating capacity of 1+4, which includes one driver on half day ( 6 hrs.) & 40 Km	
4.	<b><u>For Full day (for Out Station Journey)</u></b>	
	A1. Hiring of A/C vehicle having more than 1100 CC engine & boot space (like Maruti – Dezire / Baleno, Honda-Amaze, Hundai-Xcent) with a minimum seating capacity of 1+4, which includes one driver on daily basis for total run 250 Kms	
	A2. Rate per Km, for excess km running beyond 250 Km	
	B1. Hiring of A/C vehicle like <b>Innova / Ertiga / Xilo etc.</b> on, as and when required on need basis for local / outstation travel on daily basis for total run 250 Kms	
	B2. Rate per Km, for excess km running beyond 250 Km	
5.	Out station stay at night (per night)	
	<b>Applicable GST in percentage</b>	

**Note:**

- 1) Value indicated by the bidder on Total Amount at A at Annexure-III will **only** be the basis for finalizing the L1 bidder.
- 2) There will be no dead mileage, i.e. the Kilometerage for the purpose of 'Vehicle run' and 'hours of duty' shall be reckoned from the point of reporting for duty and to the point of vehicle released i.e. no claim will be considered from garage to place of reporting & place of release of vehicle to garage.
- 3) In case Input Tax Credit is not available to CCI for the GST charged by the contractor, the same shall be considered with basic cost and accordingly L1 will be decided.
- 4) CCI will reimburse toll tax, DND tax, parking chares and state passenger tax wherever incurred on submission of original receipt duly certified by the officer travelled on submission of documentary proof (in original).
- 5) TDS as applicable will be deductible from the bills.
- 6) I agree to receive payment through NEFT/RTGS.
- 7) I hereby affirm that I have read and understood all the terms and conditions of the tender and agree to abide by the same.
- 8) The above offer is valid for a period of 90 days from the tender opening date.

Place:

Date:

**(Signature of the contractor)**