



F.No. E-III/12(20)/19-20 (Pt.)

Date:18.05.2022

**Sub: Invitation of Tender for Monthly Basis Cab & Taxi Hiring Services for DGCI&S,
Kolkata**

For and on behalf of the President of India, the Director General, Directorate General of Commercial Intelligence & Statistics, 565-Anandapur, Sector-I, Plot No. 22, Kolkata-700107 invites quotation for Monthly Basis Cab & Taxi Hiring Services for DGCI&S, Kolkata in digital mode through GeM only.

This office reserves all rights to accept or cancel any quotation without showing any reason through GeM only.



(Manish Kumar)
Dy. Director & HOO

GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
DIRECTORATE GENERAL OF COMMERCIAL INTELLIGENCE & STATISTICS
VANIJYA TATHYA SADAN
565 – ANANDAPUR, SECTOR-I, PLOT NO.22
KOLKATA – 700 107.

TENDER DOCUMENT

FOR

**HIRING OF VEHICLE at
DGCI&S, Kolkata**

SCOPE OF WORK

The Tender is invited from reputed Firms / Companies for hiring of 2 car for 1 year:

S. No.	Name of Work	Number of Unit to procure	Type of car	Remark
1.	Car Hiring	2	Sedan type	Registration should not be of before 2019

General Terms and Conditions

1. The rates are all inclusive and are including the cost of rental, fuel, maintenance, Driver's salary and allowances, overtimes, and all taxes, etc. The rate should be quoted for 2500 Kms and/or 320 hrs, separately for each car, for the 1 year from the date of commencement of the contract.
2. The vehicle **shall not be older than 2019 model.**
3. The Contractor shall have to comply with the relevant laws and rules issued from time to time relating to the business and pay due taxes to the concerned Government agencies. The user office will not be responsible for any lapse on the part of the contractor during or after the expiry of the contract.
4. The driver of the car should have a valid driving license, having an experience and should be familiar with the city roads. The driver should be neatly dressed up and well mannered.
5. The Driver put on the job by the contractor must always possess valid driving license, registration papers, road tax paid receipts, interstate permits, PUC etc.
6. The driver provided with the vehicle must be physically/medically fit, professionally and legally competent in all respects, holding valid license prescribed under prevailing motor Vehicles Act and Rules. Driver shall wear clean uniform, also having I-Card with photo, issued by contractor.
7. The officers may require to perform office duties even on holidays, and so the Driver(s) may be required to perform duties even on holidays, as communicated by administration.
8. Normal working hours shall be advised by the official concerned to the driver which may change on need basis.
9. The driver of the vehicle should have a mobile phone and shall be contactable by the officer 24 x7.
10. Driver's salary and other allowances, as applicable, during the city travel and outstation period will be entirely paid by the contractor.
11. The car and the driver deployed will not be changed except with the prior consent of the user office or the officer so desires.
12. The contractor shall supply the vehicle in good condition and vehicle shall be properly maintained throughout the period of validity of the contract so as to ensure satisfactory service under the contract. The user office shall have the right to reject the vehicle if not found satisfactory or if the vehicle found lower in maintenance or make than the one proposed.
13. Similarly, if a driver is not suitable, the user office shall have right to ask for another driver. Similarly, if the driver is absent, an alternate good driver will have to be provided.
14. If the vehicle fails during the trip due to technical failure, insufficient fuel or any other reason, the contractor or driver has to make alternative arrangement to the officer within half an hour. In the event of the breakdown of the vehicle en-route, responsibility of

transporting the incumbent of the vehicle to officer's destination shall be borne by the contractor.

15. In case the car is not made available on any particular day, the user office will be at liberty to hire vehicle from any other source at the expenses of the Contractor.
16. In case the driver reports for duty after 20 minutes beyond the scheduled time, a penalty as per GeM service level agreement for monthly basis cab and taxi hiring service would be levied.
17. Additional penalty can also be imposed if the contractor violates any of the terms and conditions of the contract:
 - a. Driver deployed for the vehicle should be fixed. Frequent change of the driver, posting untrained /inexperienced or indiscipline driver, not providing mobile phone with the driver, improper maintenance of the vehicle / inadequate fuel in the vehicle / unclean vehicle etc. will be considered as unsatisfactory service on the part of contractor for which penalty as per GeM service level agreement for monthly basis cab and taxi hiring service will be levied per occasion. Frequent violation of this nature will render the contract liable for termination.
 - b. In case the driver with the vehicle fails to report at the required time/place and the officer has to make alternative arrangement of his/her own, deduction of the charges paid for the arranged vehicle will be made from the bills of the firm and a penalty as per GeM service level agreement for monthly basis cab and taxi hiring service will be imposed for the failure on the part of the contractor.
 - c. In case the vehicle is not made available by the contractor for full day, penalty as per GeM service level agreement for monthly basis cab and taxi hiring service will be levied and the expenditure incurred by the officer on making alternative arrangement will also be deducted from the contractor in addition to non-payment for the day at pro-rata basis.
 - d. If the vehicle fails during the trip due to technical failure, insufficient fuel or any other reason and the contractor does not provide an alternative arrangement immediately, a penalty as per GeM service level agreement for monthly basis cab and taxi hiring service will be imposed for the day in addition to deduction of a day's, charge on pro-rata basis and also the actual charges incurred by the user for transportation of the officer for that day.
18. The mileage for use of the vehicle will start from the place where the driver is scheduled to report for duty and shall also end at the place where he drops the officer. However, if the driver takes the vehicle with him for repairs etc, those mileage will not be considered. Also no night charges will be paid.
19. The agency should be in a position to provide alternative car to the user office at a short notice, if required.
20. The agency must have a 24 hours working telephone system so that the requirement of cars can be met at short notice at odd hours.
21. The security deposit will be refunded only after the satisfactory expiry of the contract. The payment of hiring charges will be made on monthly basis. The bills would be submitted in the following month.
22. The rate quoted shall be inclusive of the following:
 - a. All maintenance expenditure of vehicle i.e. major and minor repairs required for good running of vehicles, all consumables like lubricants, break oil, mobile oil etc. and fuel i.e. diesel/petrol will be provided at the cost of the contractor;
 - b. The driver's salary, all types of taxes and fees payable to RTO;
 - c. Rate shall include hiring of vehicle on monthly basis;
 - d. Any other charges required like toll tax etc. for execution of this contract;

23. Payment terms as follows:
- a. No advance payment will be made.
 - b. The payment shall be made after successful completion and handing over of work in all respect.
24. The user office reserves the right to cancel the contract at any time notice without assigning any reason. The service provider will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for services already performed in terms of the contract, the same would be paid to contractor as per the contract terms. In case of any dispute, the decision of the Directorate shall be final.
25. The user office shall not be responsible for damages of any kind for any mishap /accident/ injury caused to the car(s) / driver(s) while performing duty for the user office. All liabilities, legal or monetary, shall be borne by the firm.
26. If at any point of time, it is anticipated that there is no requirement of vehicle for use for a period of one month or more, the same will be conveyed 15 days in advance. During this entire period, vehicle as well as driver will be at your disposal. However, when the vehicle is returned, it should be ensured that the vehicle is properly serviced and the mileage will be taken on record as per the meter reading when only the car reports to the officer. No payment will be released for the period of non-use of vehicle by this office
27. The vehicle deployed on the job should be fit in all respects for operation in accordance with the prevailing Motor Vehicles Act and Rules, amended from time to time and their relevant valid RTO documents like RC book, insurance certificate, fitness certificate etc. must be available with taxes, levies, fees etc. paid up to date. The contractor shall be exclusively and solely responsible for any lapse in this regard and the user office stands completely indemnified by the contractor against such defaults.
28. Vehicle should display on red 'ON GOVT. OF INDIA DUTY' both on front and rear number plate.
29. The contractor shall be liable to honour Central and State Govt. laws, statutory rules, regulations, notifications like legislation, local self govt/Municipal requirements, etc. and shall be solely responsible for any breach thereof. The user office stands indemnified against and penalty/prosecutions consequent to the violations (deliberate or inadvertent) by the contractor or his employees, representatives etc. of such statutory provisions in force.
30. The contractor shall be fully responsible for any accident and shall be liable to pay compensation etc. as per rules enforced by the Government from time to time.
31. The vehicle shall be parked in the custody of the office for as long as the office is using it

32. Inspection Registers and Records

The contractor shall maintain accurate records, showing the dates and mileage covered on daily basis in register/log book and will obtain signature on every day basis. Following registers will be maintained by the contractor.

a. **Log Book Register:**

The progress of daily work i.e. distance travelled by vehicle of the contractor shall be maintained by the office. In case of non-availability of the vehicle/driver on any day, the same will be recorded in the register. The register will be deposited with the user office at the end of every month and these entries in logbook will be the basis of calculation of number of days for which vehicle service is rendered by the contractor and payment will be made on the basis of same.

b. **Labour Register:**

This register will be maintained by the user office to show daily presence of the vehicle driver employed by the contractor.

- 33. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Directorate.**
34. The contract will be awarded on merit basis after examining technical specifications quoted by the agencies, working performance of any kind for the **past two years in Govt. offices** and overall examination of tender bids of the Company/firm/agency.
35. Canvassing, whether directly or indirectly, in connection with tenderer is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 36. The bidder must possess valid ISO 9001-2015 certification.**
- 37. Non-Blacklisted certificate need to be submitted.**
38. Bidder must provide Dedicated/toll Free Telephone No. for Service Support.
39. Bidder must provide Escalation Matrix of Telephone Numbers for Service Support.
40. The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
41. The bidder must submit bank solvency certificate.
42. Bidder net worth must be positive as per last audited financial report.
- 43. The bidder must have a registered office in West Bengal.**
44. Bidder's average annual turnover over past 3 years should be greater than 20 lakh.
45. The bidder shall attach copy of PAN Card.
46. The bidder shall attach copy of GST registration number.
47. The rates mentioned in the financial bid shall be inclusive of all taxes and duties and any other taxes as applicable. Any variation in the above said taxes till the completion of service will also be in the bidder's account.
48. The successful Company/Firm/Agency shall also be liable for depositing all taxes, levies, educational Cess, etc. to concerned tax collection authorities from time to time as per extant rules and regulations on account of services rendered by it to this Directorate.
49. Other than terms and condition mentioned in the tender document, GeM service level agreement for monthly basis cab and taxi hiring service will be applicable.
50. The lowest bidder is required to show the documents if asked by this directorate in original before awarding the contract.
51. EARNEST MONEY DEPOSIT (EMD):
- I. Under MSE category, only manufacturers for Goods and Service Providers for Services are eligible for exemption from EMD.
 - II. Bid Security deposit equal to an amount of Rs. 50000/- (Rupees Fifty Thousands Only) in the form of A/C Payee Demand Draft from a commercial Bank/Bank Guarantee from a Commercial Bank which should remain valid at least for a period of 45 days beyond the final bid validity period payable to Director General, DGCI&S, Kolkata, must accompany the tender. Tender not accompanied with prescribed EMD or EMD submitted in any other form i.e. Cheque or Cash will not be considered for evaluation.
 - III. FORFEITURE OF EMD: The EMD will be forfeited under the following conditions:
 - a. If the tenderer withdraws or amend, impairs or derogates from the tender in any respect within the period of the validity of the tender.
 - b. If the bidder withdraws the bid before the expiry of the validity period of the bid or within the time frame of the extension given by Head of Department, DGCI&S, Kolkata in special case communicated before the expiry of the bid.

- c. If the bidder fails to comply with any of the provisions of the terms and conditions of the bid document.
- d. If the selected bidder fails to execute agreement in prescribed format furnishing the bank guarantee within the prescribed time.

IV. RETURN OF EMD

- a. The earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity but not later than 30 days of the issue of the work order to the successful bidder.
 - b. The EMD of the successful bidder shall be returned after receiving the Bank Guarantee.
 - c. No interest will be paid by this office on the Earnest Money Deposit.
52. A performance security amount of 3% of contract value is to be provided by the successful bidder immediately after being awarded the contract in the form of Demand Draft/Pay Order drawn in favor of Director General, DGCI&S, Kolkata payable at Kolkata or Bank Guarantee issued by a reputed Bank or fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated in favor of Director General, DGCI&S, Kolkata valid for 60 days beyond the expiry of period of guarantee/Warranty period.

Additional Conditions/Requirements

1. The Tender will be accepted by the Competent Authority in DGCI&S as per the rules/instructions issued by the Government of India from time to time in the matter.
2. The Directorate reserves the right to reject any or all Tenders/extend the date of opening of Tender etc. without assigning any reasons thereof.
3. In addition to its right to determine the contract upon fault of the Successful Bidder, the Directorate reserves the right to cancel the contract without assigning any reasons and also reserves the right either to pay or not to pay the Successful Bidder for either part of the contract work or whole of the contract work executed, if they are not according to the directorate's specifications and complete satisfaction.
4. Furnishing fake information on all or any requisite documents may lead to rejection of the quotation/application.

Legal

1. The successful Company/Firm/Agency shall maintain all statutory registers under the Law. The agency shall produce the same on demand to the concerned authority of this Directorate or any other authority under the Law.
2. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Directorate.
3. In case of breach of any terms and conditions attached to this contract, this Directorate reserves right to terminate the contract without assigning any reasons.

Submission of Technical Bid:

1. Name of the Bidding Agency :
2. Contact Address :
3. Contact No./Details :
 - a. Landline No. :
 - b. Fax No. :
 - c. Mobile No. :
 - d. E-mail ID. :
 - e. Website (if any):
 - f. Toll Free Number:
4. PAN (Attached attested copy) :
5. Service Tax Registration No. (Attach attested copy) :
6. G.S.T. Registration No. (Attach attested copy) :
7. MSME Certificate (Attach attested copy) :
8. ISO certified bidder (Attach attested copy):

9. Registered in West Bengal (Attach attested copy) :

10. Bidder Financial standing (last 3 years)

S.No.	Financial Year	Turnover (In Rupees)
1.	2020-21	
2.	2019-20	
3.	2018-19	

11. Bidder net worth (last 3 years)

S.No.	Financial Year	Net-Worth(In Rupees)
1.	2020-21	
2.	2019-20	
3.	2018-19	

12. Non-Bankruptcy undertaking (Attach attested copy) :

13. Non-Blacklisted certificate (Attach attested copy) :

14. Bank solvency certificate(Attach attested copy) :

15. Documents supporting two years of working experience in Govt. offices _____
(Attach attested copy)

16. Additional Information, if any

Date:

Name:

Place:

(Signature & Seal of Bidding Agency)

(ANNEXURE-II)

Financial Bid Specifications:

Sl. No.	Particulars	Quantity	Type of car	Unit Rate in Rs (a)	Service Tax (%) (b)	Total (a+b)
1.	Car	2	Sedan type			

Enclosures to be submitted with the Bid:

1. Tender Document, Submission of Technical Bid, Financial Bid Specifications (Annexure I, II) (Given format to be adopted/used by the bidder) **must be duly signed and stamped on every page.**

Date:

Place:

(Signature & Seal of Bidding Agency)

DECLARATION

I, _____ Son/Daughter/ Wife of
_____, Proprietor/ Director/ authorized signatory of
the Company/firm/Agency, mentioned above, is competent to sign this declaration
and execute this tender document.

I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.

The information/documents furnished along with 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 furnishing of any false information/fabricated document would lead to rejection
of my tender at any stage besides liabilities towards prosecution under appropriate
law.

Signature of authorized Person

Name:

Seal:

Date:

Place: