

GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI
DELHI SUBORDINATE SERVICES SELECTION BOARD
FC-18, INSTITUTIONAL AREA, KARKARDOOMA,
DELHI- 110092

BID DOCUMENT FOR EMPANELMENT OF AGENCIES FOR HIRING OF 04 TO 10 (SMALL) COMMERCIAL VEHICLES ON MONTHLY BASIS

Period of contract	One year (Extendable for another Two Years, one year at a time)
Start date of downloading the Tender Form	29.04.15 by 10.00 AM
Last date of downloading the Tender Form	20.05.15 by 11.00 AM
Last Date & time of online submission of Form	20.05.15 by 12.00 NOON
Date and time of opening of online Technical Bids	20.05.15 by 2.00 PM
Date and time of opening of online Financial Bids.	20.05.15 by 3.00 PM
Performance Security	10 % of the Contract Value
Bid Security	20, 000/-
Tender validity	90 days after opening the tender
TENDER DOCUMENT CAN BE SEEN & DOWNLOADED at https://govtprocurement.delhi.gov.in	

INVITATION OF BIDS

Online bids are invited for Hiring of Commercial Vehicles from reputed transporters/fleet owners having capacity to supply the **04 to 10 Small Commercial Vehicles ON MONTHLY BASIS** and having business in Delhi in this field for the last three years for the supply of vehicles (non-air-conditioned) Swift, Indica or likewise from fleet owners/transporters of reputed firms, on hire basis alongwith drivers, for the Board.

Vehicles provided by the tenderer should preferably be above 2011 Make.

Tenderers/Bidders are advised to read the tender document carefully before submitting Annexure –I and Annexure-II in order to avoid any further disputes. It shall be presumed that the tenderer/bidder have considered and accepted all the terms and conditions of this tender.

Any clarification in respect of tender may be sought from Care Taking Branch on any working day during office hours on phone No. 011-22370308.

The tender form is nontransferable.

EMPANELMENT OF AGENCIES:-

The board may empanel a minimum of two or more agencies in addition to the lowest bidder (L-1) on their written consent to work at the rates of lowest bidder.

The empanelled agency shall have to enter into a contract with the board separately and individually by formal signing of the agreement and this will be effective from the date of award. All empanelled firms shall have to submit performance Security as mentioned in the tender document at the time of award.

The Board reserves the right to assign the full or part of work for Supply of vehicles to one or more agencies as per requirement.

ELIGIBILITY:-

The tenderer should have the experience of providing similar works for at least three years in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities. Performance Certificate issued by the Department to this effect shall be attached with Technical Bid.

The tenderer firm/agency/company should have a valid registrations such as Permanent Account Number (PAN) of the Income Tax Deptt; Service Tax Registration Number; Registration No. of the Agency/Firm; Provident Fund Registration Number; ESI Registration Number; License Number under Contract Labour Act, whichever applicable, and to enclose proof for the same.

The tenderer should submit an undertaking alongwith the Technical Bid to the effect that he or his firm has not been black listed by any of the Departments/Organizations of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm on the date of submission of this bid (Prescribed Performa as per Annexure III).

The tenderer should have capacity of providing 04 to 10 Commercial Vehicles on monthly basis. The DSSSB reserve the right to increase or decrease the number of the vehicles at any time without prior notice in this regard.

Resolution of Board meeting of the company authorizing the person to sign tender document (if applicable).

The tenderer should submit an undertaking with the Technical Bid to the effect that Terms and conditions of the Tender are duly accepted / signed with the stamp of the prospective bidder.

ANNEXURE-I (TECHNICAL BID) AND ANNEXURE II (FINANCIAL BID):-

Separate (duly filled) Online Bids should be prepared in accordance with the prescribed format Annexure (Technical Bid i.e. Details of the Agency) and Annexure-II (Financial Bid) of the tender document, and be submitted on **e-procurement portal**.

EARNEST MONEY DEPOSIT:-

Only the original EMD in a sealed cover shall be dropped in the Bid Box kept at the reception counter DSSSB amounting Rs. 20,000.00 in the form of Bank Draft, Fixed Deposit from any of the Commercial Bank in favour of DDO, DSSSB before the schedule time of opening of Tender. The EMD should be valid for a period of 45 days beyond the final validity of the Tender.

EMD of the unsuccessful bidders shall be returned to firm after finalization of the tender. No interest will be payable by the Board on the amount of Bid Security

PERIOD OF CONTRACT:-

The empanelment of agencies shall be for a period of One Year initially from the date of award of the work. The contract with the firms can be extended for a further period of maximum of two years, one year at a time, upon satisfactory performance of the Agency and the requirement of Board at the discretion of Chairman, DSSSB on same terms and conditions.

CANCELLATION OF TENDER OR CONTRACT / TERMINATION OF CONTACT:-

The Bids shall be rejected in the event of information found false or incorrect or incomplete at any stage, as prescribed in the tender or any ineligibility being detected, and no correspondence thereof shall be entertained, whatsoever,

In case of any delay in execution of work assigned, the agency would be liable for penalties, as deemed fit. However, in case of regular delay the supply of vehicles, the Board is entitled to cancel the agreement and in that case the agency will not be entitled to any amount payable to them as entered in this contract.

In case if the board is of the view that the work has not been performed satisfactorily and cannot be performed by the firm(s), the board at its discretion may terminate the agreement without any prior notice and in that case the Board would not be liable to pay any amount on any account to the agency.

If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported or noticed by the board, the DSSSB reserves the right to cancel the contract /or forfeit performance Security submitted by the agency /or to take legal action including black listing the agency at any point of time during the period of contract without prior notice.

In case the contract is terminated, the Board would be entitled to get the work done from any other firm or person and the bidder would be liable to pay the difference if any. However, if the Board is not satisfied with the work of the agency so empanelled The agreement will be liable to be terminated at any point of time at the sole discretion of the Board.

FORFEITURE OF BID SECURITY/PERFORMANCE SECURITY: - The Bid security/Performance Security will be forfeited in the following conditions:-

- 01 If at any stage, any of the information/declaration given by the bidder is found false.
- 02 If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
- 03 In case of any lapse/default in honoring of the terms and conditions at any stage after submitting the tender.
- 04 In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

DOCUMENTS TO BE SUBMITTED WITH THE PRE-QUALIFICATION BID (ANNEXURE "I"):-

The prospective bidder shall furnish the following documents along with their technical bid (Annexure I):- If applicable

- 01 Self attested copy of PAN No. card under Income Tax Act;
- 02 Self attested copy of Service Tax Registration Number;
- 03 Self attested copy of Valid Registration No. of the Agency/Firm;
- 04 Self attested copy of valid Provident Fund Registration Number
- 05 Self attested copy of valid ESI Registration Number;

- 06 Self attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;
- 07 Bid Security of **Rs.20, 000=00, Scan copy of EMD,**
- 08 An undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency;
- 09 Terms and conditions duly accepted/signed with the stamp of the prospective bidder;
- 10 Proof to the effect that tenderer have experience of providing similar works for at least last three consecutive years.
- 11 Resolution of Board meeting authorizing the person to sign tender document (if applicable).
- 12 The tenderer should submit an undertaking on the letter Head of the firm with the Technical Bid to the effect that Terms and conditions of the Tender are duly accepted / signed with the stamp of the prospective bidder.
- 13 **The tenderer should submit an undertaking with the Technical Bid to the effect that he or his firm is having capacity to provide 04 to 10 commercial vehicles on monthly basis on any Model/Make 2011.**

SCHEDULE FOR INVITING TENDER:-

Name of the Client: President of India through the Secretary, Delhi Subordinate Services Selection Board, Govt. of NCT of Delhi The Tender should be submitted online at <https://delhi.govtprocurement.com>. on or before the closing date and time as mentioned in the Tender Document.

DOCUMENT/PAPERS SHOULD BE SUMITTED PHYSICALLY IN THE OFFICE OF DSSSB:-

Only EMD in Original should be dropped in the Tender Box kept at the Reception Counter in the office of the DSSSB before the schedule time of opening of Tender.

OPENING OF TECHNICAL:-

Place, date and time of opening of Technical Bid:-

In the room of System Analyst or in the Computer Branch of Delhi Subordinate Services Selection Board, Govt. of NCT of Delhi, FC-18, Institutional Area, Karkardooma, Delhi -92 as per the schedule time mentioned in the Tender Document.

In case, any holiday is declared by the Government on the day of opening of the tender, the tender will be opened on the next working day at the same time but the tender box will be sealed on the scheduled day and time.

OPENING OF FINANCIAL BID

- 01 Financial Bids will be opened only of those firms which qualify in technical bid.
- 02 In case, any holiday is declared by the Government on the day of opening of the tender, the tender will be opened on the next working day at the same time but the tender box will be sealed on the scheduled day and time.

PROCEDURE OF SUBMISSION OF BIDS:

Bank Draft of Rs.20,000/- in favour of DDO, Delhi Subordinate Services Selection Board, FC-18, Institutional Area, Karkardooma, Delhi-110092 as EMD. **Original EMD should be dropped in the Tender Box in physical, kept at the reception counter in the office of DSSSB before opening of Tender.**

REJECTION OF BID:-

The Chairman, DSSSB reserves the right to reject the bid in the event of information being found false or detected incorrect or incomplete at any stage prescribed in the tender or any ineligibility being detected, and no correspondence thereof shall be entertained, whatsoever.

FORFEITURE OF BID SECURITY:-

Bid Security will be forfeited in case of:-

- 01 If at any stage, any of the information/declaration given by the bidder is found false.
- 02 If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
- 03 In case of any lapse/default in honoring of the terms and conditions at any stage after submitting the tender.
- 04 In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

AGREEMENT:-

01 The successful bidders/agencies shall be enter in Agreement with DSSSB.

TERMS & CONDITIONS:

- 01 Terms and Conditions of the tender are as under:-
- 02 Any act on the part of the tenderer to influence anybody in the Board is liable for rejection of the tender.
- 03 The successful tenderer shall have to deposit a performance security of 10 % of contract Value by way of a Fixed Deposited and valid for 60 days beyond contract period to the Board on or before of the Award of work. .
- 04 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 05 Any person who is in Govt. service or an employee of this Board should not be made partner to the contract by the Tenderer directly or indirectly in any manner whatsoever.
- 06 The Tenderer shall indemnify the Board against all other damages/charges and expenses for which this Board may be held liable or pay on account of the negligence of the Tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage 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 Board shall not be responsible financially or otherwise for any injury to the worker or person deployed by the Tenderer during the course of performing duties.
- 07 The rate contract shall be valid initially for one year and the Board reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time upon the satisfactory functioning of the Tenderer.
- 08 During the period of contract, the rates will not be revised with the revision of any taxes by the Government of NCT of Delhi or by the Government of India.
- 09 The Tenderer shall not employ any person who has not completed eighteen years of age. The Tenderer shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, EPF, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable upon the Tenderer, there will not be any liability upon the Board.
- 10 The Board will be under no legal obligation to provide employment to any of the personnel of the Tenderer during / expiry of agreement period and the Board recognizes no employer-employee relationship between the Board and the personnel deployed by the Tenderer/agency.
- 11 The prices quoted should be inclusive of all charges and excluding taxes.
- 12 The Chairman, DSSSB reserves the right to terminate the contract without assigning any reason by giving a notice of **15 days** to the Tenderer at any point of time during the period of the contract.
- 13 The tenderer shall invariably ensure the time bound confidential movement of examination related manpower & material. Any act on the part of the tenderer to influence anybody in the Board is liable for rejection of the tender.
- 14 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise. Tenders not conforming to the requirements of the Board will be rejected and no correspondence thereof shall be entertained, whatsoever.
- 15 **Vehicles provided by the tenderer should preferably be model after the year 2011 and bear Commercial Registration Number.**
- 16 The vehicles and drivers provided by the Tenderer shall work under the overall supervision of DSSSB. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.

- 17 The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi. The Tenderer shall also provide names and addresses of the drivers along with their driving license number and copies within One day of placing the order for supply of requisite number of vehicles.
- 18 All the vehicles provided to DSSSB should be in good road worthy condition and having valid documents / licenses from department and Insurance policy of the Driver & Vehicles & with Pollution Certificate. The Tenderer shall be responsible for total maintenance of the vehicles provided by him.
- 19 Operation and function of the vehicles and Drivers shall be governed by the Central Motor Vehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and this shall be the responsibility of the Tenderer.
- 20 The Tenderer shall provide vehicles as per requirement of the Board and as and when required even at a short notice (***including early in the morning and late in the evening***). ***The starting point of the vehicles provided to DSSSB is to be from DSSSB or any place, designated by DSSSB.***
- 21 The driver deputed with the vehicle should maintain the logbook / duty slip whichever is applicable for each vehicle and get the journey verified by the using officer/ official.
- 22 No charges for local night detentions/journeys shall be paid.
- 23 The Tenderer shall immediately provide replacement of the vehicle under repairs/detained due to accident or vehicle not reporting for duty or in breakdown conditions.
- 24 In case of breakdown of any vehicle, the Tenderer shall replace the breakdown vehicle within one hour failing which DSSSB has the right to hire vehicle from any other sources at the expense of the Tenderer.
- 25 The Board has the right to ask the Tenderer for removal of driver, who is not found competent, orderly or disciplined.
- 26 The prices/charges quoted should be inclusive of all charges and excluding taxes.
- 27 The vehicles shall be provided at the office of the **Board/Reporting Place** and the mileage will be counted from the office of the Board/Reporting Place.
- 28 The Chairman, DSSSB reserves the right to terminate the contract without assigning any reason by giving a notice of **15 days** to the Tenderer at any point of time during any of the years of the contract.
- 29 All the disputes shall be subject to Delhi Jurisdiction.
- 30 The Chairman, DSSSB shall have every right to cancel the Contract at any time during the period of the contract without assigning any reason.
- 31 The Chairman, DSSSB reserves the right to relax any term or condition mentioned herein.

PENALTIES:-

S. NO.	NATURE OF ERRORS	MINIMUM PENALTY (Maximum decided by the (Chairman, DSSSB)
1	For not providing vehicle in time	Rs. 1000/- per hour
2	Faulty functioning of vehicle or fail to provide good quality of vehicle	Rs 1000/- (One Thousand only) per vehicle
3	Non supply of vehicle	Rs 2000/- (Two Thousand only) per vehicle
4	For not providing substitute vehicle	Rs 2000/- (Two Thousand only) per vehicle
5	For misbehavior of the driver deputed by the contractor	Minimum of Rs 2000/- (Two Thousand only) per default
6	For causing damage to the public property	Three times the market value of the damaged property orRs.5000/- whichever is higher per default.
7	For breach of any of the conditions of the contract	A minimum penalty of Rs.5000/- per default orTermination of contract and forfeiture of Performance Security as the case may be depending upon the incidence of breach.
8	For persistent breach or unsatisfactory services	Termination of contract along with forfeiture of performance security and blacklisting. Performance security and blacklisting.

PAYMENT TERMS:

- 01 The payment shall be made on submission of the bills (In triplicate) by the tenderer after the satisfactorily completion of the work assigned, at approved rates, after deducting penalties if any. No advance payment will be made. The Tenderer while raising the bill should clearly mention full vehicle number
- 02 The Board will deduct Income Tax at source under Section 194-C of Income Tax Act from the Tenderer at the prevailing rates of such sum as income tax on the income comprised therein

FORCE MAJEURE:

Notwithstanding the provisions of the tender, the Agency shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the Agency and not involving the Agency's fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes

If a force Majeure situation arises, the qualified agency shall promptly notify the Board in writing for such conditions and the cause thereof. Unless otherwise directed by the Board in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majeure event. The Board may terminate the contract, by giving a written notice of 15 days to the agency, if as a result of force Majeure, the agency being unable to perform a material portion of the services for a period of more than 30 days.

ARBITRATION:

All disputes and differences arising out of, or in any way touching or concerning the agreement entered into between the Board and company (except those the decision whereof is otherwise hereinbefore provided for) shall be referred to the arbitration of the Lt. Governor of the National Capital territory of Delhi, or his nominees, or in case his designation is changed or his office is abolished, to the sole arbitration of any person who for the time being, is entrusted, whether or not in addition to other functions with the functions of Lt. Governor of the National Capital Territory of Delhi, by whatever designation such officer may be called or a person nominated by such officer. There will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matter to which this agreement relates, and that in the course of his duties as such Government servants he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties.

JURISDICTION OF COURT: -

The courts of Delhi shall have the exclusive jurisdiction to settle all disputes, if any, arising out of this agreement between the parties.

BID EVALUATION CRITERIA:

01 In case it is found that the bidder as per the requirement of the bid has not quoted any specified item his bid on that particular item shall be evaluated on the basis of highest quoted rates

02 Among eligible bidders, the Department Bid Evaluation Committee shall select the bidders who are charging minimum rates i.e. lowest bidder (L-1).

SCHEDULE OF WORK

NAME OF THE :- Hiring of Vehicles on Monthly Basis.

Contract No. :- F.55(702)/DSSSB/CT/2015/

Bidder Name :-

Sl. No.	Description of work	Amount in Rs.
1	Monthly charges for 25 days/ 2500 KM/ 10 hours per day of Commercial Vehicles i.e. Swift, Indica or likewise per vehicle	
2	Charges for Extra Day 10 Hours/80 KM for Small vehicles	
3	Charges for Extra Hours	
4	Charges for Extra Days	

Note:-

- 01 The Technical as well as Financial Bid shall be submitted online only
- 02 The tender will be awarded to the bidder whose bid is the lowest in respect of amount furnished in column 01 of Sr. No. 01 as the items mentioned at sr. no .02, 03 & 04 may be occasional.
- 03 During the period of contract, the rates will not be revised with the revision of any taxes by the Government of NCT of Delhi or by the Government of India. The prospective bidder may quote the rates accordingly taking into consideration of this aspect.
- 04 The Chairman, DSSSB reserve the right to Hire the Vehicles from any empanelled agencies on monthly basis without assign any reason. The firms/agencies whatsoever cannot claim any right in this regard.
- 05 There is no minimum guarantee for work order for supply of vehicles. It may vary from time to time.

TECHNICAL BID (DETAILS OF THE AGENCY)

SR NO	PARTICULAR	
01	Name of the Firm/Agency with address and ph no.	
02	Address and Mobile no. of the bidder	
03	Registration No of the firm	
04	Name, Designation and Address and Mob. No authorized person to deal with the DSSSB	
05	Constitution of the firm (Attached proof)	
06	Permanent account number (Attached proof)	
07	Service tax Reg. No(Attached proof)	
08	Provident Fund Registration number(Attached proof)	
09	ESI Registration Number (Attached proof)	
10	License Number under Contract Labour (Attached proof)	
11	Details of three years for supply of vehicles in any of the Department/Autonomous /universities/Public Sector undertaking of GOI or GNCTD or nay other state Government or Public Sector Banks or Local Bodies/ Municipalities (Attached performance Certificate issued by the office at the end of the contract)	
12	Whether the firm or its sister concern have been awarded tender for supply of Vehicles in the post by the Board, If yes complete details thereof mentioned the name and address and period of contract	
13	The firm ever been reprimanded by any of the department for providing unsatisfactory services If yes, complete details thereof	
14	Whether the agency has been blacklisted by any of the departments/organizations of the Government of India/ Government of NCT of Delhi and any criminal case is pending against the said firm/agency	
15	Whether Terms and conditions of the tender duly accepted	
16	Details of EMD	
17	Any other information	
	Signature of the Tenderer	
	Name of the Signatory	
	Place	
	Delhi	

ANNEXURE-II

SCHEDULE OF WORK

NAME OF THE :- Hiring of Vehicles on Monthly Basis.

Contract No. :- F.55(702)/DSSSB/CT/2015/

BidderName:-

Sl. No.	Description of work	Amount in Rs.
1	Monthly charges for 25 days/ 2500 KM/ 10 hours per day of Commercial Vehicles i.e. Swift Dizre, Indigo or like wise per vehicle	
2	Charges for Extra Day 10 Hours/80 KM for big vehicles	
3	Charges for Extra Hour	
4	Charges for Extra Day	

Note:-

- 01 The Technical as well as Financial Bid will be submit on line only
- 03 The tender will be awarded to the bidder whose bid is the lowest in respect of amount furnished in column 01 of Sr. No. 01 as the items mentioned at sr. no .02, 03 & 04 may be occasional.
- 03 During the period of contract, the rates will not be revised with the revision of any taxes by the Government of NCT of Delhi or by the Government of India. The prospective bidder may quote the rates accordingly taking into consideration of this aspect.
- 04 The Chairman, DSSSB reserve the right to Hire the Vehicles from any empanelled agencies on monthly basis without assign any reason. The firms/agencies whatsoever cannot claim any right in this regard.
- 05 There is no minimum guarantee for work order for supply of vehicles. It may vary from time to time.

Signature of the Tenderer	
Name of the Signatory	
Place	
Delhi	

Annexure III

UNDERTAKING

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on ----

Place:
Date: ___/___/2015

Signature of the Tenderer _____
Name of the Signatory _____
Name of the Firm/agency _____
Seal of the Firm/Agency _____

Annexure IV

UNDERTAKING

It is certified that my firm/agency/company having sufficient Experience for Supply of vehicles as mentioned in the Tender Document.

Place:
Date: ___/___/2015

Signature of the Tenderer _____
Name of the Signatory _____
Name of the Firm/agency _____
Seal of the Firm/Agency _____

Annexure V

UNDERTAKING

It is certified that I personally read the Tender Document and accept all the Terms and Conditions mentioned therein.

Place:
Date: ___/___/2015

Signature of the Tenderer _____
Name of the Signatory _____
Name of the Firm/agency _____
Seal of the Firm/Agency _____

