#### OFFICE OF THE DIRECTOR

#### ENERGY MANAGEMENT CENTRE

#### SREEKRISHNA NAGAR, SREEKARIYAM P.O, THIRUVANANATHAPURAM-695017

No: EMC/FIN/2017/QUOT/Taxi

23-03-2018

### NOTICE INVITING TENDER

Sealed tenders are invited from the agencies/individuals providing services of Commercial Vehicle with drivers on hire for the use by the Officials of EMC located at Sreekrishnnagar, Sreekariyam, Trivandrum -695-107. The vehicle is to be hired based on the requirement for various official duties of EMC. The bidder has to give quotation rate per km, hourly rate for vehicles used on daily requirements and rate for vehicle to be used for 30-31 days in month upto 1500 km (including holidays) on contract basis for a period of from date of hiring or upto 31-03-2019 whichever is earlier.

The prescribed tender documents with terms and conditions can be obtained from the Office of the Director, Energy Management Centre, Sreekrishnanagar, Sreekariyam P.O between 10.00 Hrs to 17.00 Hrs on all working days up to 28-03-2017 and on 31-03-2018 up to 12.00Hrs or can be downloaded from EMC's web site <u>www.keralaenergy.gov.in</u>.

The Interested agencies/vehicle providers who comply with the following technical conditions and are also willing to comply with the other terms and conditions annexed to this notice should submit separate sealed Technical BID and Financial Bid kept in a single sealed envelope and super scribed with "TENDER FOR HIRING VEHICLES" addressed to the Director, Energy Management Centre, Sreekrishnanagar, Sreekariyam P.O on or before 31-03-2018 by 16.00 Hrs. The Technical Bid will be evaluated first. The Financial Bid will be evaluated only if the tenderer's Technical Bid is found satisfactory in all respect by the Tender Committee. The tenderer will have no right what so ever to insist that his financial bid is evaluated in the event of the tender committee rejecting his Technical Bid as unsatisfactory. The quotation will be opened on the same day at 16.15 hrs. Interested parties or their authorised representatives who wish to be present at the time of opening the quotation may remain present. **No hand written quote in Financial Bid shall be accepted.** 

### A. TECHNICAL

- 1. The bidder should have the PAN NO: and should attach a photocopy of the same.
- 2. The bidder should have the experience in supplying the vehicles to the Govt departments / PSUS for which he should submit the name(s) of the organizations to whom services are being provided, and the number of vehicles so provided to each organisations.
- 3. The bidder should have GST registration number and should attach the photocopy of the same, in case of his liability to pay service tax.
- 4. The Vehicle should not be older than 2016 and it should be in good working conditions for which the tenderer should submit the details of vehicles of minimum of 10 vehicles owned by the bidder giving make/type of vehicle, model/year of manufacture and Registration number and ownership certificate.
- B. COMMERCIAL
  - 1. Monthly charges/hourly rates/ Km rates for providing vehicle to be used with Driver should be clearly mentioned.

- 2. The Bidder shall quote the rates exclusively of GST, which will be paid extra on actual basis, based on documentary evidence about payment of service tax by the successful bidder.
- 3. The Commercial bids of only those bidders who qualify the technical conditions will be considered

The Tenders will be opened on 31-03-2018 at 16.15 Hours in the presence of a tender committee and in the presence of the parties or their authorised representatives, if any, who wish to be present during the opening of tenders in the Office of the Director, Energy Management Centre, Sreekrishna nagar, Sreekariyam P.O, Trivandrum

- 4. Cost of Tender documents: Rs. 500 plus 12%GST drawn in favour of Director, EMC payable at Trivandrum.
- 5. Earnest Money Deposit : Rs. 5000/- in the form of account payee demand Draft drawn in favour of Director, EMC payable at Trivandrum or BG from Nationalised Bank as per the format attached.

The Director, EMC, reserves the right to accept or reject any or all tenders without assigning any reason.

S/d DIRECTOR

# CONDITIONS OF CONTRACT

# 1. Period of Contract:

The contract will be for a period of one year from date of hiring contract or up to 31-03-2019 whichever is earlier which can be extended further subject to satisfactory performance of the contractor and will be also depend upon the price trend for the services/products in the market on the date of extension.

### 2. Eligibility Criteria

- a. The firm/supplier must be located in Trivandrum and vehicle should be registered with State Transport Authority Trivandrum.
- b. The supplier should have at least 3 years' experience of supplying vehicles in Government Departments/Autonomous Bodies/PSUs etc.
- c. The Firm should possess at least 10 vehicles of the type indicated at Annexure -C which should be registered in the name of firm or in the name of the owner. None of the vehicles supplied should be registered prior to 2016. Failing which the offer will be rejected.
- d. The firm should also have (i) GST registration and (ii) PAN number issued competent authorities.
- 3. Earnest Money Deposit:

The quotation should be accompanied by Earnest Money Deposit of Rs.5000/-(Rupees Five Thousand only) in the form of Account payee Demand Draft/Fixed deposit or Bank Guarantee from any nationalised bank drawn in favour of Director, Energy Management Centre, Trivandrum -695017, without which quotation will not be considered. The earnest money of unsuccessful bidder will be returned after the finalisation of contract. A format of Bank Guarantee for EMD is enclosed at Annexure-D

4. Performance Security: The successful bidder will be wholly and solely responsible for any damage/levy/claim and will be liable to pay the said damage/levy/claim. In this context, the successful bidder will deposit Rs.20,000/-( Rs. Twenty Thousand only) as performance security in the form of Bank Guarantee issued by the National Bank drawn in favour of Director, Energy Management Centre, Trivandrum.

### 5. Other Terms and Conditions

a. The vehicle to be used for 30-31 days in a month subject to maximum of 1500 Kms. (including holidays). If the vehicle has not used to the maximum of 1500

kms in a month, the remaining kms will be added to the next three months. The quotation should contain rate per kilometre, hourly rate, rate for 30/31 days in a month up to 1500 kms and rate per km beyond 1500 kms.

b. The vehicle should be in excellent condition and the year of manufacture of the vehicle should be 2016 or later.

- c. The quotation should be accompanied with the copies of PAN No. and GST Registration No. of the firm.
- d. The vehicles to be supplied should be registered with State Transport Authority and in excellent condition mechanically as well as appearance wise and should have current/valid permits/ Insurance.
- e. Under no circumstances, the approved rates will be changed during the period of contract.
- f. Actual parking charges/toll taxes/entry taxes in connection with the official duty will be reimbursed along with the bill on production of original receipts.
- g. Other liabilities like charges of drivers, repair and maintenance of vehicles, insurance, petrol/diesel, oil and any other incidental expenses etc. shall be born by the supplier.
- h. The vehicle will have to be replaced/arranged by the contractor in case of break down/accident.
- i. The driver will have always keep his registration certificate, pollution free certificate and other such documents ready as required by the Government Authorities for inspection.
- j. The supplier must have a 24 hours working telephone/Fax system so that the requirement of cars can be met at short notice at odd hours or holidays.
- k. Energy Management Centre shall not be responsible for damages of any kind of mishap/accident/injury caused to the car/driver performing duty for the Centre. All liabilities legal or monetary shall be borne by the supplier.
- I The vehicles deployed for duty of EMC shall at no point of time carry any person other than personnel authorized by EMC. The vehicle once reported for duty shall not leave the premises without prior permission of the concerned officer. Fuel etc. should be filled in advance and vehicle shall not leave for any repair and other jobs without prior replacement.

- m. Kilometres of the journey will be calculated from the starting point of journey by the officer and to the end of the journey by the Officer. No additional kilometres will be provided for the trip from garage to the place of duty.
- n. Out station Bata to drivers at the rate of Rs.200/- per day, if the trip exceeds eight hours or 100 kms. No Bata will be paid for journey within the city limit.
- o. Payment after submission of the bill will be made within 15 days after proper verification and recommendation of the officer who used the vehicle.
- p. The trip sheet got signed by the concerned Officer who used the vehicle and it should be attached with the bill.
- q. Jurisdiction of legal disputes, if any arising during the currency of contract will be settled in Courts at Trivandrum only.
- r. Consecutive late arrivals/unhygienic condition of the vehicle will lead to cancellation of the contract.
- s. The contract can be terminated by the service provider by giving 3 months' notice whereas EMC can terminate the contract by giving 15 days' notice.
- t. If the contract is terminated by EMC, the service provider will be blacklisted from further participation of tenders.
- u. No advance payment, in any case would be made to the firm.
- v. In the case of monthly hiring of vehicle, the firm should maintain duty slips every day duly signed by the authorised officer and will maintain log book indicating time and mileage for the vehicle duly signed by the authorised Officer for arranging the monthly payments.
- w. Period of validity of tender shall be 3 months from the date of issuance of tender document.
- 6. Penalty Clause

In case a vehicle is requisitioned and the same does not reach at the appointed time and juncture, EMC will be free to call another vehicle from open market and the expenses on this account will be deducted from the pending bills/security deposity. Besides, a Penalty @ Rs.200/- will be charged, for every such a lapse.

7. Risk Clause

Energy Management Centre reserves the right for termination of contract at any time by giving one month notice, if the services of vehicle provider is found

unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibility of the bidder and excess expenditure incurred on account on this will be recovered from the performance security or pending bills.

8.Energy Management Centre reserves the right to reject or accept the full offers/ part offer of the bidder of any quotation without assigning any reasons thereof.

DIRECTOR

# Annexure – A

### (Technical bid)

1	Name of bidder	
2	Address	
3	Mobile No of Bidder	
4	PAN No. (enclose self-attested copy of proof)	
5	GST Registration no. (enclose self - attested copy of proof)	
6	Name of the Vehicles offered for hiring	
7	Details of the Tender Cost	
8	Details of Earnest Money Deposit submitted	
	(i) Name of the Bank	
	(ii) B.G. No. & Date	
	(iii) Amount	
9	Total Number of Vehicle offered for bidding with registration not later than 2016 available with the agency	
10	Whether providing new vehicle (Write YES of NO)	
11*	Model and year of manufacture of Vehicle	
12*	RC Book No. for each vehicle (enclose self-attested copy of proof)	
13*	Kms run by the vehicle up to date of filling of tender	
14	Name and Address of the departments and other organisations where at present taxi are engaged on regular/monthly basis (self-certified copies of contract letters be attached)	
15	Whether blacklisted by any Central/State Government or Central/State Government under takings? If blacklisted, indicate details. (Submit the affidavit about non-blacklisting in prescribed format)	
16	Whether convicted any court of law? If convicted, indicate details and enclosed a self-attested copy of the court's order.	

\*Not applicable for the bidder who wants to give a new vehicle (yet to be purchased) if the contract is awarded to him.

It is certified that all terms and conditions stipulated in the tender document is acceptable.

Date :

Name and Signature of bidder with seal

### Annexure – B

The notary (public) Civil Court, .....

L	aged	about		, son of
		resident	of	village
			P.S	Distt
	do hereby	solemnly a	ffirm state a	as follows:

- 1. That I am the proprietor of M/s.
- 2. That my Agency/ firm has been allowed to participate in the tender dated \_\_\_\_\_\_ of Energy Management Centre for hiring of vehicle.
- 3. That, I have neither been convicted nor any cognizance has been taken against by any Court of Law till date.
- 4. That my Agency/firm has not been blacklisted from any Central /State Government Department Central or State government undertakings.

The above statement is true to the best of knowledge and belief.

Witness

Deponent

# Annexure – C

# (Financial bid for the vehicle)

:

:

:

- 1. Name of Bidder
- 2. Address :
- 3. Telephone/ Mobile No.
- 1. Rates
- I. Daily Hire Basis 100KMs & 8 Hr/Day

	Rate for 100 km &		Rates per		Rates per	
Make of the Car	8 working hours		additional hour		additional	
	per day		beyond 8 hours.		kilometre beyond	
	( In Rupe	es)	(In Rupees)		100km (Rs./Km)	
	AC	NON-	AC NON-		AC	NON-
		AC		AC		AC
Indica or similar hatch						
back vehicles						
Honda						
Amaze/ETIOSS/SWIFT						
Dezire /Nissan Sunny or						
similar sedan type						
vehicle						
Honda City/Verna/Ford						
Fiesta/VW Venta						
Tavera/Qualis/Ertiga/Xylo						
Innova						

# II. Daily Hire Basis- 50KMs & 4 Hrs/Day

	Rate for 50 km &		Rates per		Rates per	
Make of the Car	4 working hours		additional hour		additional	
	per day		beyond 4 hours		kilometre beyond	
	( In Rupe	es)	(In Rupees)		50km (Rs/ KM)	
	AC	NON-	AC NON-		AC	NON-
		AC		AC		AC
Indica or similar hatch						
back vehicles						
Honda						
Amaze/ETIOSS/SWIFT						
Dezire /Nissan Sunny or						
similar sedan type						
vehicle						
Honda City/Verna/Ford						
Fiesta/VW Venta						
Tavera/Qualis/Ertiga/Xylo						
Innova						

# III. Monthly Hire Basis -1500Km

Vehicle name / model	Rate for 30/31 days in a month upto 1500 kms	Rate per km Beyond 1500 kms	Total
	(1)	(2)	
Swift Desire or ETIOSS/Honda Amaze	(i) Base Price		

Date:

Name and Designation Signature along

Note: Bidders' are requested to quote their rate exclusive of GST rate

Annexure -D

			FURNISHING	
BANK		FUR	FURNISHING	
		1 013		

Whereas								
		(hereinafte	r called the "t	ender")				
Has subm	itted their offer dat	ted						
		(hereinafte	r called the "t	ender")				
against th	e purchaser's ten	der enquiry N	0			_ KNOW AL	L MEN	by
these	presents	that	WE					of
				_ having	our	registered	office	at
						are b	ound u	nto
			(here	einafter cal	led th	ne "purchase	r") In s	um
of			fc	or which pa	ayme	nt will and t	truly to	be
made to t	the said Purchase	er, the Bank	binds itself,	its succes	sors	and assigns	s by the	ese
presents.	Sealed with the	Common Sea	al of the said	Bank this	s day	of		
20								

THE CONDITIONS OF THE OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - (b) Fails or refuses to accept/execute the contract.

WE undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due owing to the occurrence of one or both the two conditions, specifying the occurred conditions or conditions.

This guarantee will remain in force up and including 45 days after the period of the tender validity and any demand in respect thereof should reach the Bank not later than the above date.\_\_\_\_\_

(Signature of the authorized officer of the Bank)

Seal, name & address of the Bank and address of the Branch ANNEXURE – E

### MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

То

DIRECTOR, EMC

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no dated \_\_\_\_\_\_ to supply (description of goods and services) (hereinafter

called "the contract").

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to total of \_\_\_\_\_

(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reason for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and supplier shall in any way release us form any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the \_\_\_\_\_ day of \_\_\_\_\_20\_\_\_.

(Signature of the authorized officer of the Bank)

Name and Designation of the officer

Seal, name & address of the Bank and address of the Branch