Warehousing Development and Regulatory Authority (Government of India)



Warehousing Bhawan 4/1 Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110016.

WDRA/2016/5-8/A&F Dated: 07-12-2016

Notice inviting tender for hiring of taxis (cars)

Sealed tenders are invited for supply of WagonR/Dzire/Maruti Ciaz/Etios etc. for local/outstation journey by the officers of the WDRA. The vehicles offered should be in excellent condition, not more than two year old and registered as taxis in Delhi.

The interested parties may submit their rates/offers in sealed envelopes superscribed as "CONTRACT FOR PROVIDING CARS" on or before 28.12.2016 upto 02.00 PM addressed to Under Secretary (A&F), Warehousing Development and Regulatory Authority, New Delhi – 110016. The tenders will be opened at 03.30 PM on the same day.

The tender document must be accompanied by earnest money of Rs. 5,000/- (Rupees Five thousand only) in the form of bank draft/pay order in favour of Warehousing Development and Regulatory Authority, New Delhi. The earnest money deposit of the successful tender can be adjusted against the Security Deposit, if he so desires. No interest will be paid on the earnest money/security deposit. The cost of tender document of Rs. 100/- (Rupees Hundred only) should accompany the tender, in the form of demand draft in favour of the Warehousing Development and Regulatory Authority.

The proforma for quoting the rates, other detailed terms & conditions is enclosed. Tender documents are also available on the website of the Authority "wdra.nic.in".

The WDRA reserves the right to accept or reject any or all the tenders so received and also to scrap the tender enquiry without assigning any reasons, whatsoever.

Under Secretary (A&F)

TERMS & CONDITIONS:

- 1. **Nature of Work:** Warehousing Development and Regulatory Authority (WDRA) requires vehicles for local/outstation journey for its office from time to time and on monthly basis. However, no definite volume of work to be performed can be guaranteed during the currency of the contract. A WagonR/Dzire/Maruti Ciaz/Etios Car will be hired for Joint Secretary on monthly basis and 2 or 3 taxi will be required on casual call basis for full day/half day as per need. The tenderer should have minimum of one WagonR/Dzire/Maruti Ciaz/Etios Car (not more than two year old) registered in their name or in the name of the firm. The cars should be registered as taxis in Delhi. If a bidder does not have the car of specific make as called for in the tender, he may give an undertaking that the car shall be arranged immediately after award of tender and in no case this period shall be more than 30 days of the award of tender. If the required vehicles are not offered by the bidder the contract shall be liable to cancel and the EMD/Security deposit shall be forfeited.
- 2. The cars will be deployed with the senior officers of the Authority for the whole month i.e. 26/27 days in a month of 30/31 days with one weekly off. The weekly off and timings of arrival/departure will be determined by the officers concerned. In the event of hiring of cars for less than 15 days in a month, WDRA shall make payment on daily basis.
- 3. The contract will be awarded initially for a period upto two years which may be extended further and the tendered rates will be applicable during the contract period and no claims whatsoever on account of increase in rates of fuel or other factors such as increase in statutory payments, minimum wages etc., shall be entertained and responsibility on this count will be of the tenderer. The WDRA, New Delhi, reserves the right to terminate the contract without assigning any reason/notice whatsoever at anytime during the tenure of contract.
- 4. The tender must be accompanied by cost of the tender document i.e. Rs.100/- and the earnest money of Rs. 5,000/-. The tender not accompanied by the earnest money in the form of bank draft/pay order in favour of Warehousing Development and Regulatory Authority is liable to be summarily rejected. The earnest money deposit of the successful tenderer can be adjusted against security deposit if the tenderer so desires. No interest will be paid on the earnest money/security deposit.
- 5. The tenders shall be valid for a period of 90 days from the last date of submission of tenders and the tenderer will not rescind his offer or modify the T&C during this period and any infringement may invite the forfeiture of the EMD.

- 6. The successful tenderer shall deposit security deposit of Rs.25,000/- in the form of DD/Bankers cheque/Term Deposit pledged in the name of the WDRA, within a week of award of contract.
- 7. The tenderer should be a firm/organisation of repute, having fleet of cars and must have adequate experience and expertise of undertaking transport work satisfactorily. The information regarding experience of undertaking transport work may be provided as per Format 'A'.
- 8. The transport operator must hold valid permits issued by the State Authorities for inter-state movements. The transport operator should not have been blacklisted any State Government or Central Government Department. An undertaking to this effect is to be furnished as per Format 'B'.
- 9. It will be the responsibility of the transporter to carry the proper <u>valid insurance</u> at all times in respect of the vehicle and also providing Insurance cover to passengers. He shall also agree to indemnify <u>the WDRA against all the losses and claims arising out of any negligence or misconduct on the part of the operator or his agents.</u>
- 10. The transport operator shall be solely responsible for settling or resolving all disputes pertaining to his personnel and vehicles.
- 11. The vehicles offered to the Authority shall not be more than **two year old** and shall be in perfect condition with the following special conditions:
 - i. Vehicle should be in clean condition and with good quality seat covers
 - ii. floor mats
 - iii. rubber foot mat
 - iv. reading light at the rear
 - v. fire extinguisher (spray)
 - vi. mobile charger
 - vii. Delhi road map book/GPS
 - viii. Window sunshade

- 12. The tenders shall be accompanied by the copies of the <u>Registration Certificates</u> updated <u>Pollution</u> <u>Control Certificates</u> on the vehicle intended to be provided to the authority and shall produce the <u>original certificates</u> before finalizing the contract.
 - (a) The drivers with proper uniform shall hold <u>Valid Commercial Driving License</u> at all times and the necessary registration papers in respect of the vehicles should be in the vehicles at all times and the driver shall show the same to the officers of the Authority at any time on the demand.
- 13. Transport operator shall ensure that the vehicles of prescribed standards should only be provided to the Authority at all times and the drivers are **polite**, **disciplined**, **courteous and well behaved**.
- 14. Authority can request for the vehicle with one hour of notice and the transport operator shall provide the vehicle within such time on receipt of the Authority's request over phone, failing which the Authority will be at liberty to make alternate arrangement at the risk and cost of the transport operator.
- 15. The journey to the destination and back shall be undertaken through the shortest route possible and in case any break down occurs, the transport operator shall immediately provide a suitable substitute vehicle within reasonable time to avoid dislocation to the journey. If alternate transport is not arranged by the contractor, the Authority can make alternate arrangement for hiring of vehicle at the risk and cost of the transport operator.
- 16. During the course of engagement of the vehicle to the service of the Authority, any accidents etc. occurred either to the vehicle or to the 3rd party, Authority will be in no way responsible and liability arising out of such accident will be the sole responsibility of the transport operator who shall be bound to fully settle the matter as per the relevant law/rules.
- 17. No advance payment will be made by the Authority for hiring the vehicles. The bills of the transport operator may be submitted at the end of every month accompanied by necessary receipts duly countersigned by officers who have travelled in the vehicles. The payment will be released by the Authority after deducting the necessary Income Tax etc. under the rules of the Authority/Government. Service tax and all other taxes shall be payable by the contractor as per the relevant provisions.

- 18. The transport operator shall comply with all statutory enactments/provisions in relation to the services offered by him.
- 19. Right of the Authority to extract work at the risk and cost of the transport operator will be without prejudice to the rights of the Authority to pursue with the other remedies available under various laws.
- 20. The transport operator shall also furnish the required information about their <u>Income tax</u> <u>assessment, PAN No., Service tax no., Name of the Bankers</u> and necessary <u>Income tax</u> Clearance etc. in the format of Annexure I.
- 21. The persons signing the tenders shall state in what capacity he is signing tenders i.e. whether sole Proprietor/Secretary/Manager/Director/Partner etc. In case of partnership firms, the name of all the partners shall be disclosed and the tenders shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners/principal in all matters pertaining to the contract. The attested copy of partnership deed shall also be furnished with the tender. In case of company, a copy of Memorandum/articles of association may also be enclosed.
- 22. Rates shall be quoted in proforma at Annexure II and will remain valid upto from the date of award of the contract.
- 23. WDRA reserves the right to accept or reject any or all tenders without assigning any reasons and does not bind itself to accept the lowest or any tender.
- 24. Successful tenderer(s) will be informed after acceptance of the tender by letter.
- 25. The Authority will have the right to empanel/award the contract to more than one party simultaneously.
- 26. The rates quoted in the manner other than prescribed in the tender are liable to be rejected. The tenderer shall not incorporate any condition in the tender as the conditional tenders will not be accepted.

- 27. All disputes and differences arising out of or in any way touching upon or concerning the contract whatsoever shall be referred to the **sole arbitration** on any person appointed by the Chairman of the WDRA. The award of such arbitrator shall be final and binding on both the parties to the contract. Subject to as aforesaid the Arbitration and Conciliation Act, 1996 and rules made thereunder, as amended from time to time, shall apply to the arbitration proceedings.
- 28. Mileage and time will be counted from office premises of WDRA/the designated place where the cars are asked to report for duty to office premises of WDRA/the designated place, where car is asked to drop the officer for local journey Delhi and NCR. The bidders should preferably be located within 5 km distance from the WDRA office premises, as a maximum lead 0of upto 5km shall be added to the mileage on a particular day for reaching the WDRA's office premises/designated place. This is one way distance and return distance will not be counted.
- 29. Kilometers and time to be charged from garage to garage in case of outstation duty. The vehicle engaged on monthly basis should maintain a log book which has to be got attested by the driver from the authorized official of the WDRA. In case of vehicles hired on daily basis, duty slips to be got signed by the officer using the vehicle. Log book/duty slips to be produced at the time of submission of bills.
- 30. Payment shall be charged on monthly basis.
- 31. All documents relating to vehicle/driver shall be complete in all respects and any default in this regard may invite penal action by the Authority.
- 32. Any new services arising during the tenancy of this contract will have to be undertaken by the operator with mutual consent failing which the decision of the Member/Chairman, WDRA will be final and binding on the operator.
- 33. Any unethical activities on the part of operator or his authorized agent will be treated as breach of contract and may be dealt suitably.

34. **EVALUATION CRITERIA:**

80% weightage will be given for Monthly Rate and 20% weightage for rate for 80 Km/8Hr.

Example

If 'X' is the bid amount for Monthly Rate and 'Y' is the amount quoted for 80Km/8Hr, the consolidated bid amount will be:

Bid amount =
$$(80\% \text{ of } X) + (20\% \text{ of } Y)$$

If there is a tie in the parameters listed above, 30% weightage in the evaluation will be given to the rate for extra kilometer and 70% weightage will be given to the rate for extra hours beyond the 80 kms & 8 hours duty.

Example

If 'A' is the amount quoted for each extra Km and 'B' is the amount quoted for each extra Hour and the consolidated amount will be:

Amount =
$$(30\% \text{ of A}) + (70\% \text{ of B})$$

If still there is a tie in the parameters listed above, preference will be given to the firm whose taxi stand is nearer to the WDRA Office.

35. In case of any willful default of the contractor/operator, suitable penalty can be imposed and the same is liable to be deducted from the bills and the decision of Director (A&F) will be final and binding on the contractor.

Director (A&F)

PROFORMA FOR TECHNICAL BID

1.	Name & Address of the Firm: (with Tel./Fax/Mob Nos.)				
2.	Garage Address with Tel./Fax/Mob. Nos				
3.	Contact Persons Name Tel./Fax/Mob. Nos authorized to depute cars				
4.	Annual Turnover: 2013-14 2014-15 2015-16				
5.	Nos. of cars owned Make & Model (Min. 03) (Attach separate Sheet and copies of RCs)				
6.	PAN No./TIN No./Service Tax No. (Attach copies)				
7.	Past experience with Govt. Departments/: Central PSU/autonomous institutions (Also provide information in Format 'A' attached and furnish Satisfactory Performance Certificate from three firms)				
8.	Registration No. of Agency (attach attested copy)				
9.	Details of major contracts handled during the last three years (as per Format 'A' attached)				
10.	Validity period of Offer :				
11.	Details of Tender Document : DD No for Rs. 100 Fee and EMD : DD No for Rs.5,000				
12.	Self-Certificate for non blacklisting (as per Format 'B' attached)				
13.	Whether Terms & Conditions issued by WDRA are acceptable to the Firm				
Date:					
Place:					
	(Authorized Signatory)				

Format 'A

Format for furnishing details of major contract with Government Departments/PSUs/Autonomous or Statutory bodies during the last three years.

S. No.	Details of client along with address, telephone and Fax Nos.	Amount of Contract (Rs.	Details o	f Contract
	and Fax Nos.	Lakh per year)	From	То

Format 'B'
(on letterhead of firm)
(
Format to furnish undertaking regarding blacklisting of firm
This is to cartify that M/s (name & address of firm) is neither blacklisted by any State or Central
This is to certify that M/s (name & address of firm) is neither blacklisted by any State or Central
Government Department nor any criminal case is pending of contemplated against the firm.
Name & Signature of Proprietor/authorized signator

Financial Bid

Annexure - II

WDRA/2016/5-8/A&F

			Wagon equiva		Dzire or equivalent	Maruti Ciaz or equivalent	Etios or equivalent
Particular	Kms	Hrs.	Non AC	AC	AC	AC	AC
Full Day	80	8					
Half Day	40	4					
Monthly	2400	240					
Addl. K.m.							
Addl. Hours							
Out Station							
Per KM							
Night Charges							

Rates inclusive of all costs and taxes.

Note:- No column should be left blank

Signature with seal

FORM OF AGREEMENT

	The WDRA having agreed to contract of rer	ntal cars at WDRA, New Delhi in response to the
	submission of sealed tender by me/us on	to the Director (Admin. &
	Finance), WDRA, New Delhi. I/We	(full
	name and address) execute this agreement on	and hereby confirm that I/We
		e terms and conditions of the tender bearing no.
	date	by the Director (Admin. & Finance), WDRA,
	conditions of contract and its appendices and willingly undertaking the said work consequent Director (Admin. & Finance), WDRA, New Dehere to which forms part of this agreement, a assure the said Authority that I/We shall under	for supply of rental car taxis and also those of such schedules and agree to abide by them. I/We/am/are t on the approval of the tender given by me/us to the elhi, at item and rates specified in the Annexure – II nd as per terms and conditions of the tender. I/We take the said work to the best of my/our ability at all ment will remain in force upto 31.3.2015 which can
	also be extended	•
		CONTRACTOR
		CONTRACTOR (Constitution which significant
W/: 4 o		(Capacity in which signing)
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	War	rehousing Development and Regulatory Authority
		New Delhi
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