



Competition Commission of India

Hindustan Times House (3rd Floor),
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New Delhi – 110 001
Tel.: 011-23473400 Fax: 011-23704686

F.No.D-26017/1/2012-CSD

Dated, December 21, 2012

NOTICE INVITING TENDER FOR 'HIRING OF CARS'

Competition Commission of India (CCI) invite sealed quotations under the "Two Bid System" i.e. technical and financial bids, from established, reputed and experienced transporters/firms to provide cars of different make/model for use of its officers at 'Hindustan Times House', 18-20, Kasturba Gandhi Marg, New Delhi – 110 001 and at 'Hudco Vishala' 'B' Wing, 14, Bhikaji Cama Place, New Delhi – 110 066. Details of the services required, tender document and other terms and conditions relating to the award of Contract are given in the Annexure –I of the Tender Document.

2. Tender Document is available on the website of the Commission i.e. www.cci.gov.in. The intending bidders may download the tender document containing the terms and conditions and submit the same along with the non-refundable "Tender Document Fee" of Rs. 1000/- (Rupees One Thousand only) in the form of crossed Demand Draft in favour of "Competition Commission of India (Competition Fund) Account" payable at New Delhi. Tenders received without the requisite Tender Fee and EMD will be rejected.

3. All interested service providers are requested to submit their sealed quotations as per prescribed procedure to this office on or before **1100 Hrs. of 14.01.2013**.

4. The "Technical Bid" received under the Two Bid System will be opened on the same day i.e. **14.01.2013 at 1130 Hrs.** in the presence of authorized representatives of bidders. The "Financial Bids" of only those firm(s) shall be opened who qualify the eligibility criteria of "Technical Bid" as stipulated in the tender document.

(Virendra Singh)
Deputy Director

ANNEXURE - I

TERMS & CONDITIONS FOR 'HIRING OF CARS'

a	Last date & time of receipt of Tender	14.01.2013 1100 Hrs.
b	Date & Time of opening of Technical Bid	14.01.2013 1130 Hrs.

1. The broad/important points relating to award of the Contract for providing cars for use of senior officers of the Competition Commission of India are categorised in the following Sections :

- (a) Section I - Scope of the Work and Technical Bid
- (b) Section II - Commercial Bid.
- (c) Section III - Special Conditions of the Contract.
- (d) Section IV - Submission of Bid and Tender Opening

SECTION I : SCOPE OF THE WORK AND ELIGIBILITY CONDITIONS OF TECHNICAL BID

2. The Technical Bid should be forwarded in a separate sealed envelope duly accepting/conforming the following Terms & Conditions in the prescribed proforma at Annexure II.

3. **Scope of the Work:** The broad scope of work to be covered under this Tender Enquiry shall be as follows: -

- (a) The tenderer shall be able to provide the latest models of following types of **NEW CARS in CNG/Diesel variants** on daily/monthly hiring basis (**Model : 2013**) as **per the choice of the users:**
 - (a) Swift Dzire, Etios, Manza
 - (b) Wagon R, Ritz, I-10

The approximate requirement of Cars would be around 15 to 20. The exact requirement of Cars would be intimated to the Service Provider subsequently.

- (b) The Cars are to ply in National Capital Region (NCR) and in the neighbouring States.
- (c) The cars will be deployed with the senior officers of the Commission 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 concerned officers. In the event of hiring of cars for less than 15 days in a month, CCI shall make payment on daily basis.
- (d) The normal requirement for plying cars during one month will be 2000 kms/300 hrs. However, shortfall in utilisation of the above stated limit in a particular month, will be carried forward and can be utilised during the next two months.

For illustration, if a vehicle plied only 1500 kms and 200 Hrs . in a month, the shortfall in utilisation of kms./hrs. may be adjusted in the total km/hrs. during the subsequent two months.

- e) The period of the Contract shall be for a period of **two years** from the date of signing of Contract subject to satisfactory service, which can **be extended for another year with mutual consent** of both the parties.

4. **Eligibility Conditions for Bidders:** The Bidders shall have to submit the following Documents:

- (a) The Tenderers should be based in Delhi. A copy of Registration of the Firm needs to be provided along with Technical Bid.
- (b) The Tenderer shall provide a list of minimum 30 Cars of the desired make/model registered in the name of owner/ Firm.
- (c) Attested or Notarised legible copies of the Registration Certificates (at least 30 vehicles) owned by Company.
- (d) Attested copies of PAN/TAN Number and Income Tax Return of the last three years;
- (e) Attested photocopy of Service Tax Registration numbers
- (f) Annual Turnover : The annual turnover of the bidder shall not be less than Rs.3.00 Crores for the last three years. Certificate from Auditors may be enclosed.
- (g) The service provider must have provided cars to Government departments/Central PSUs/autonomous institutions for a minimum period of three years. Certificates of satisfactory performance from at least three Government departments/Central PSUs/autonomous institutions may be attached. (certificate not older than three years)
- (h) **EARNEST MONEY DEPOSIT (EMD):** An earnest money deposit (EMD) of Rs.100,000/- (Rupees One Lakh only) is to be deposited by way of Demand Draft or Pay Order along with the tender in favour of "**Competition Commission of India (Competition Fund) Account**", New Delhi, failing which the offer shall be rejected. No interest shall be paid on the deposit. The EMD is liable to be forfeited under the following circumstances:-
- (i) If successful bidder declines to sign the agreement as per the terms of the tender agreement;
or
- (ii) If the successful bidder declines to execute the Contract after signing the agreement.

Further, such bidder will be debarred from participating in any future tendering process of the Commission.

5. **Responsibility of the Firm/Company:** The responsibility of the Firm/Company shall be as follows for submission of bids: -

- (a) The Tenderer is to satisfy himself fully with the terms and conditions of the Contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained. Having submitted bid as per the tender document, bidder would not be allowed to suggest change in any clause of the tender / agreement on any grounds.
- (b) All additions and alterations in the tender documents must be duly authenticated with initials and date by the Tenderer. Overwriting of Figures in tender documents is not permitted.
- (c) The form must be filled in English and all entries must be made by hand and written in ink. All numbers are to be written in figures as well as words.
- (d) Each Tender document is required to be signed by the persons submitting the Tender, clearly indicating the name and designation of the person signing.
- (e) The Tender submitted on behalf of the Firm/Company shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the Firm to enter into the Contract.

SECTION II : COMMERCIAL BID

6. The Commercial Bid should be forwarded in a separate sealed envelope duly accepting/conforming to the scope of work and other Terms & Conditions of this Tender Enquiry as per enclosed format enclosed at Annexure III.

7. **Break-up of Costs.** (a) The rates quoted in the tender shall be all inclusive, (i.e Road Tax, Insurance, Fuel and all types of remuneration to the Drivers) but excluding Service Tax which will be as per rates notified by the Government. Change in the rate shall be effected only in case revision in price of fuel is notified and brought into force. Such change shall be corresponding to the increase/decrease of Fuel price as per the following formula:

(i) Increase/decrease up to Rs. 2.50/litre/kg - No change.

(ii) Increase/decrease of Rs. 2.51/litre/kg or above , the price revision shall be calculated as under with respect to actual km of travel:

(iii) **For middle segment cars:**

a) Increase/decrease in rates per KM for Diesel driven Car

$$= \frac{\text{Revised rate of Diesel} - \text{Previous Rate of Diesel}}{15 \text{ Kms}}$$

b) Increase/decrease in rates per KM for CNG driven Car

$$= \frac{\text{Revised rate of CNG} - \text{Previous Rate of CNG}}{17 \text{ Kms}}$$

(iv) **For small segment cars:**

Increase/decrease in rates per KM for Diesel driven Car

$$= \frac{\text{Revised rate of Diesel} - \text{Previous Rate of Diesel}}{17 \text{ Kms}}$$

b) Increase/decrease in rates per KM for CNG driven Car

$$= \frac{\text{Revised rate of CNG} - \text{Previous Rate of CNG}}{19 \text{ Kms}}$$

(v) Revised rate = Existing rate - + Increase/Decrease due to fuel cost revision.

(vi) The revision in the rates due to increase in the price of fuel will take effect from the first day of the following month of the month in which revision takes place. For illustration, if the Petrol/Diesel/CNG price is increased/decreased on 3rd February, the rates of contract will stand increased/decreased w.e.f. from 1st March, only.

(vii) As regards increase/decrease in the price of fuel after the last date of receipt of tender and before award of work, the charges will be reckoned as per the formula elaborated above.

8. **Terms of Payment:** The payment shall be made to the Firm/Company based on the following terms and conditions: -

- (a) The Firm/Company shall be paid as per the finally agreed price, on monthly basis. Monthly Bills (in triplicate) for the bona fide use of Vehicles are to be submitted by the service provider during the first fortnight of the subsequent month to the Corporate Service Division.
- (b) All supporting documents viz., Duty Slips etc. must be submitted along with the Bills for scrutiny.
- (c) All payments shall be made subject to certification by the respective user/or designated Officer. TDS will be deducted from the monthly bills as per Rules.
- (d) Payment shall be effected either through **NEFT/RTGS** within 15 days of receipt of Bills, duly completed in all respect.

9. **Performance Guarantee:** On award of the Contract, the Firm/Company shall be

required to furnish a Security of Rs.5,00,000/- (Rupees Five Lakh only) by way of **Bank Draft** in favour of 'Competition Commission of India (Competition Fund) Account' or "**Performance Bank Guarantee**" in the prescribed format duly issued by Public Sector Scheduled Commercial Bank. CCI reserve the right to forfeit the amount of performance security in the event of breach of contract by the service provider or inability to provide services to the satisfaction of the CCI. CCI also reserves the right to recover from the Contractor, in addition to the Security Deposit, any financial loss incurred by CCI due to non-fulfilment of the contractual obligations by the Contractor. No interest shall be paid by the Commission.

10. **Contract Effective Date:** Contract Effective Date (CED) shall be the date of signing of Agreement which will be valid for a period of two years subject to satisfactory performance.

Tender Clarifications.

SECTION III: SPECIAL CONDITIONS OF THE CONTRACT

11. **Vehicles:**

(i) **NEW LATEST MODEL** of Cars (**Model: 2013**) will be deployed for duty by the selected Agency. The deployed vehicles should be equipped with the following :

- a) clean good quality seat covers
- b) floor carpet
- c) rubber foot mat
- d) reading light at the rear
- e) fire extinguisher (spray)
- f) car perfume
- g) tissue box
- h) umbrella during monsoon
- i) mobile charger
- j) Delhi road map book

(ii) The vehicles to be provided by the service provider should always be in very good condition, maintained well, cleaned thoroughly (internally and externally), dicky kept clear off dust, rubbish, oil and any personal belongings of the driver. Hygienic condition must be maintained inside the vehicles at all times and shall be subjected to periodic inspection by CCI.

(iii) The service provider shall comply with the provisions of Labour and other Laws (Minimum Wages Act, PF, ESI Act etc.). The employees of the service provider shall not be deemed to the employees of CCI.

(iv) The service provider shall not transfer or assign or sub- let any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation, whatsoever.

(v) The vehicles deployed for duty of CCI shall at no point of time carry any person other than personnel authorized by CCI. The vehicle once reported for duty shall not leave premises of CCI 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.

12. **Drivers:** The Driver to be deployed on duty must have adequate experience of at least FIVE years and must be familiar with the roads/routes etc. within the city. The Contractor shall ensure that the antecedents of the Drivers reporting for duty are verified by the Police and are in possession of valid driving license. The Driver should always be in uniform (as approved by the CCI) and properly shaven with proper head gear and footwear. The Driver should be of good and honest character. The Contractor shall be responsible for the discipline and behaviour of Drivers deployed by him. CCI will not be responsible for violation of traffic rules and/or other loss either by the driver or by the service provider. The Contractor shall fulfil all obligations under various Labour Laws in force regarding deployment of contract workers in respect of services to be rendered under this Contract. Each driver shall be carrying a mobile phone at all times. CCI shall not be responsible to provide any rest room, canteen, medical and/or transport facility to the employees of service provider. The selected Firm shall have to get inspected the Vehicles being deployed and the Uniform of Drivers.

13. **Insurance:** The vehicles provided by the service provider should have valid RC, Full Comprehensive Insurance (unlimited third party liability), PUC, Road Tax etc. CCI shall not be liable for any damages whatsoever to public property and/or any third person due to any accident arising out of and in the course of deployment of service provider's vehicles.

14. **Log Book:** Each Driver will be provided Log Book in respect of each vehicle. The Driver will make necessary entries in the Log Book and get it signed by the user officer on daily basis. The Log Book will be scrutinized by the Services Division from time to time, especially while processing the bills for payment. The service provider will issue 'Duty Slip' in respect of vehicles for signature of the user officer, as and when deployed.

15. **Mileage:** Mileage will be counted from Office premises of CCI/ the designated place where the car is asked to report for duty to Office premises of CCI/ the designated place, where car is asked to drop the officer. The Driver will apprise the actual user the mileage reading before start of the vehicle and at the end of duty. The duty slips, maintained separately for each vehicle, will be signed by the concerned officer or authorised signatory.

16. **Breakdown:** In case of any break down while on journey, alternate arrangements shall have to be made by the service provider failing which a car/taxi will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor and no payment will be made for that day, on proportionate basis.

17. **Accident:** In case the hired vehicle is involved in an accident resulting in loss or damage to property or life in respect to the vehicle, Driver, Passenger, or any third party/ the responsibility for any legal or financial implications shall solely rest with the Contractor. CCI or the Govt. of India shall have no liability whatsoever, in this regards.

18. **Compensation:** CCI shall not be responsible for any injury sustained by the personnel of service provider during the performance of their duties and also any damage or compensation due to any dispute between them and its personnel. Any expenditure incurred by the CCI to handle the situation arising out of the conduct of personnel deployed by the service provider will be made good from performance security/or monthly bills.

19. **Change of Vehicle/Driver:** During the period of Contract, the service provider shall not change the vehicle once provided to an officer. So far as possible, driver will not be

changed. However, if change of driver is beyond the control of the service provider, prior written intimation to the office with adequate reason to the concerned officer and CS Division will be necessary. CCI shall be free to impose penalty of determined amount for the lapse, if any, on this account.

20. **Penalties:** CCI can impose the following penalties for the lapses shown against each. However, lapses not mentioned below would also be viewed seriously by CCI and the quantum of penalty could be decided by the competent authority :

- | | | | |
|--------|--|---|---|
| (i) | Late reporting | : | Rs. 200 for first 30 minutes delay and Rs. 500 thereafter (in the event of later reporting of vehicle for more than 03 days in a month, an additional penalty of Rs. 400 for each subsequent delay will be imposed) |
| (ii) | Poor car condition/non deployment of specified car | : | Rs.200 per day |
| (iii) | Non-functioning of AC | : | Rs.250 per day |
| (iv) | Driver not in Uniform | : | Rs.50 per day |
| (v) | Non-deployment of vehicle | : | Twice the per day rate of hiring of vehicle for each day of non-deployment. |
| (vi) | Change of driver without prior written intimation to the concerned officer and CS Division | : | Rs. 500 per day for violation on the first occasion and Rs. 750 per day for subsequent violations |
| (vii) | Misbehaviour by driver or not following Instructions | : | Rs.250 per occasion/ immediate replacement |
| (viii) | Any other violation of terms & conditions: | : | Upto Rs.300 per occasion |

However, the competent authority will have discretion to waive or reduce the quantum of penalty on the merit of each case, where the lapses are found to be beyond the control of service provider.

21. **Award of Contract** : The Commission may award the Contract to more than one bidder, as per the rates, terms & conditions, agreeable to the L-1 bidder. Deployment of specified category/number of vehicle(s) from any of the bidder will be decided by the Commission and the decision of competent authority will be final and binding on all the selected bidders.

SECTION IV: SUBMISSION OF BIDS AND TENDER OPENING

22. **Submission of Bids:** Bids duly completed in all respects shall be submitted in the Office of the Competition Commission of India, New Delhi, as per the address given below and submitted by **1100 hours** on **14.01.2013** or if brought by hand to be dropped in the Tender Box located at the Reception Counter in the following manner :

The main Sealed Envelope should boldly superscribe **“HIRING OF VEHICLES”** This envelope should contain the following **TWO** Sealed Envelopes:

(a) **Sealed Envelope** boldly superscribing **“TECHNICAL BID FOR HIRING OF VEHICLES”**. This envelope should also contain the Technical Specifications (in the prescribed format), Tender Fee and amount of Earnest Money. Financial quotes or figures should not be enclosed in this envelope.

(b) Another **Sealed Envelope** boldly superscribing **“COMMERCIAL BID FOR HIRING OF VEHICLES”**. This envelope should contain only the financial and commercial details.

23. **Tender Opening.**

- i) The Technical Bids shall be opened on **14.01.2013 at 1130 hrs.** The Commercial Bids of the Firms/Companies, who are found suitable, shall be opened, in the presence of the intending bidders/their authorized representatives, on finalisation of the Technical Evaluation on a date and time to be intimated in due course.
- ii) The bids of those bidders, whose Earnest Money Deposits(EMD) have been forfeited in any earlier tendering process of the Commission will not be considered.

24. The Tender Bid should have a validity of **90 days** from the date of opening. In case CCI desire to extend the validity, the bidder(s) shall extend the validity of rates for a further period, as asked for.

25. **Evaluation of Bids :**

- (a) The Technical Bids shall be evaluated by a Committee constituted by the competent authority for the purpose.
- (b) If required, the Firm/Company may be invited by the Committee for clarifications. The failure of the representative of the Firm/Company to appear before the Committee shall automatically disqualify the Firm/Company.
- (c) The Commercial Bids only in respect of Firms/Companies found technically suitable and qualified shall be considered.
- (c) The Commercial Bids will be evaluated on the basis of the charges quoted for the whole **Month (2000 Kms & 300 hrs) + Extra 100 Kms.+ Extra 10 Hrs. + One Night Charges** as per the criteria described in Annexure-III. Quoting of

differential rates for extra Kms /Hrs is not allowed.

26. The Competition Commission of India reserves the right to extend the date of opening of the tender, or to reject any bid without assigning any reason, or to engage more than one Firm/Company and does not pledge itself to accept the lowest bid.

27. CCI reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof.

Deputy Director
Competition Commission of India

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 : 2009-10
2010-11
2011-12
5. Nos. of cars owned Make & Model (Min. 30)
(Attach separate Sheet and attested 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. 1,000
Fee and EMD : DD No..... for Rs.1,00,000
12. Self-Certificate for non-blacklisting
(as per Format 'B' attached)
13. Whether Terms & Conditions issued by CCI
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.**

	Details of client along with address, telephone and Fax Nos.	Amount of Contract (Rs. Lakh per year)	Details of Contract	
			From	To

Format 'B'

(on letterhead of firm)

Format to furnish undertaking regarding blacklisting of firm

This is to certify that M/s (name & address of firm) is neither blacklisted by any Government Department nor any criminal case is registered against the firm.

Name & Signature of Proprietor/authorized signatory

Format for Furnishing Financial Bid for Supply of Vehicles

Name of the bidder/firm _____

(Amount in Rs.)

	Particulars	Wagon R /Ritz/I-10	Swift Dzire/Etios /Manza
1.	Monthly basis 2000 kms and 300 Hrs.		
2.	Extra Kms. Beyond 2000 Kms.		
3.	Extra Hr. beyond 300 Hrs		
4.	Night charges		
5.	Casual Duty for a Day (80 Kms. And 10 Hrs.)	The payment for casual duty will be made @ 1/26 of the Monthly Approved Rates	
6	Outstation Journey		

Note: The bidder should quote a single rate only for CNG/diesel cars.

(Authorized Signatory)

EVALUATION CRITERIA

Commercial Bids of technically qualified bidders will be evaluated on the basis of charges quoted for Monthly basis (2000 Kms & 300 hrs) + Extra 100 Kms.+ Extra 10 Hrs. + One Night Charges as per given formula

Rate quoted at Sl.No. 1 : Rs. _____
Plus (100 x Rate quoted at Sl.No.2) : Rs. _____
Plus (10 x Rate quoted at Sl.No.3) : Rs. _____
Plus (Rate quoted at Sl.No. 4) : Rs. _____

Total : **Rs.** _____

Note: S.No.1,2,3 and 4 refer to Annexure III