

F.No.26019/03/2011-GA
Ministry of Environment and Forests
Government of India

Dated 27th July, 2011

NOTICE INVITING TENDER

(Closing date 1500 hours of 30.08.2011)

SECTION-I

On behalf of Secretary, Ministry of Environment and Forests (hereinafter referred to as MoEF), sealed tenders are invited from prospective Service Providers having minimum **ten commercial vehicles** not older than three years and registered as taxis with permit from RTOs in the name of proprietor/ company/ partners/firm/director and holding a valid certificate of one year before the date of NIT from a competent authority of any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least five petrol/ diesel/ CNG driven commercial vehicles not older than **2008** models such as Tata Indica / Indigo /Manza/ Maruti Swift Dzire, etc.

Intending eligible bidders may download Bid Document from MoEF website www.envfor.nic.in. Bidders shall have to deposit Rs. 2,00,000/- (Rupees two lakh only) as Bid Security in the form of Demand Draft along with the bid.

Schedule to the invitation of Tender

1. Designation and address of the authority Inviting tender – Under Secretary(GA), Ministry of Environment and Forests, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi-110003
2. Tender No.MoEF/DLY/2011-12
3. Time and last date of Depositing tender/bid :**1500 Hrs. of 30.08.2011.**
4. Time and date of opening of Tender (Technical Bid):**1530 Hrs. of 30.08.2011.**
5. Minimum Validity of tender offer : 180 days from the date of opening.
6. Type and number of vehicles required :
 - A. TATA Indica/equivalent hatchback cars = 03 approx.,
 - B. TATA Indigo/Maruti Swift Dzire /equivalent sedan Cars = 17 approx.
7. Duration of contract :one Year with an option for extension of one more year
8. Estimated cost of tender : Rs.1,00,00,000/-(Rupees one crore)
9. EMD (Bid security) : Rs.2,00,000/- (Rupees two lakhs only).

(Bid Document can be down loaded from MOEF web site www.envfor.nic.in . The bid must be accompanied by DD for Rs. 500/- as cost of documents and the same should be kept with the TECHNICAL BID in addition to D. D. for Bid security amount of Rs.2,00,000/-)

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SECTION-II
SCOPE OF WORK

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through their Supervisor.

Scheduled Works -

Monthly KM Hire Slab:

As per monthly requirement the vehicles will be requisitioned. The Monthly KM hire slab on which cars are required and the estimated number of such **hiring per Month** are tentatively indicated below.

Monthly Hire slab	Quantity of TATA Indica & equivalent cars (Hatchback)	Quantity of TATA Indigo/Maruti Swift Dzire & equivalent cars (Sedan)
	Cat. (A)	Cat. (B)
2000 KMs / month	03	17

- a) Extra KM (Appox.) for category A per month = 1500 KM; & B per month = 5000 KM
- b) Appox. Detention charges beyond duty of 12 hours for A : 150 Hr. & B : 1000 Hr.
- c) Number of Night halts (Appox.) A = 5 & B = 30

The Tables shown above is **only indicative** and for regular work. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc. **The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work. The number of such requirement is not anticipated in this tender but may not exceed 25% of the above estimated quantity.**

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SECTION-III

SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on monthly hiring basis, vehicles of approved type, not older than twenty four months on the day of signing of the contract with licensed drivers, registered as commercial vehicles for running within the jurisdiction of Delhi state and adjoining areas of NCR (if necessary). The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Quantity of Vehicles** to be hired under Plan are shown in the Scope of Work. However MoEF shall place the order only as per the actual requirement from time to time from the empanelled transporters as per Clause 17.2 of Section IV of tender document.
3. **Duty Hours of vehicles** are normally for **twelve hours per day for 28 days of month**. However actual duty hours / days shall be specified by actual users of vehicles.
4. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. However, the service provider should be able to provide vehicles at very short notice also. Telephonic intimation shall be considered as notice.
5. **Reporting Place for vehicles** is **MoEF, Paryavaran Bhavan, CGO Complex, New Delhi or any other place** within Delhi. Actual place of reporting shall be specified by users of vehicles.
6. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 8 KMs whichever is less.
7. **Accuracy of Meters** will be checked periodically by any authorized officer of MoEF and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by MoEF, which may even lead to termination of Contract.
8. **Miscellaneous Conditions:-** Service Provider should comply with the following:
 - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' through Local Govt. offices.
 - (iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the MoEF and will be subject to scrutiny.
 - (iv) **Uniforms-** provide the drivers uniforms as required under the rules and the drivers shall wear the uniform compulsorily all the time while on duty. The type and color of uniform shall be approved by MoEF.
 - (v) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required

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by law to execute this service, with in one month of commencement of Contract.

- (vi) **Govt.Tax / Levy / Duty** other than Service Tax for plying the vehicles in Delhi State will be borne by the Service Provider.
- (vii) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips alongwith monthly bills.
- (viii) **Drivers** attested copy of driving license should be submitted during the contractual period.
- (ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be the Service Provider's liability.
- (x) **Assign** driving to only qualified experienced licensed drivers conversant with Delhi roads, traffic signs and rules and also assume full responsibility for the safety and security of the officers/officials and store items.
- (xi) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider should be got signed by the user officer at the end of duty.
- (xii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of MoEF officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xiii) **All drivers should be provided with a duly activated cellphone and the cellphone number should be provided to the user officer.**

9. **Debarring Conditions:-**

- (i) No vehicle should be supplied having registration in the Name of employee of MoEF or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- (ii) No sub-contracting of the Service allotted is permissible by MOEF. The near relatives of all MOEF employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) Service Provider shall not engage any person below 18 years of age.

10. **MOEF will not have obligation:-**

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify MOEF against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to MOEF have to be suitably compensated by Service Provider.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and MOEF will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

11. **Penalty for breach of terms & conditions:**

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of

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non-availability of suitable vehicle a penalty upto Rs. 500/- may be imposed in addition to deduction on pro-rata basis for the period. If the

- number of break down exceeds three times in a month, a penalty of Rs.1000/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.200 per occasion and for temporary absence during duty hours without valid permission shall be Rs.100 per hour of absence.
 - (iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day per vehicle shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
 - (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of MoEF would be final.
 - (v) No payment will be made for vehicles supplied by the Service Provider older than twenty four months on the day of engagement of the vehicle for duty at MoEF..
 - (vi) Should not refuse to provide vehicles against MOEF's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.
 - (vii) An amount @ Rs.50/- per driver per day shall be deducted from the monthly bill if any driver(s) is/are found not wearing the approved uniform while on duty.
 - (viii) The drivers and supervisors of the service provider engaged for duty at MoEF should be courteous and well behaved while dealing with MoEF officers and vehicle users. In the event of any complaint of misbehavior against any driver or supervisor of the service provider, the MoEF reserves the right to insist for immediate removal of the driver/supervisor from the duties of MoEF and the service provider shall be under obligation to comply to such instructions within twenty four hours.

SECTION-IV

GENERAL (COMMERCIAL) CONDITIONS

1. Bidder Eligibility:

1.1 The bidder should have at least One year experience certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Firms.

1.2 The bidder should own or have on company lease **at least ten commercial vehicles** not older than three years and registered as taxis with permit from RTOs in the name of proprietor/ company/ partners/firm/director. The full details of the vehicles and **a clear declaration on a non-judicial stamp paper that the firm will be able to supply commercial vehicles not older than twenty four months on the day of signing of the contract shall be provided.** If any vehicle is replaced by another vehicle during the currency of the contract, the replacement vehicle should also not be more than twenty four months old.

2. Right to Accept or Reject:

MOEF shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a

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portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of MOEF.

i. Bid Forms (Two Bid Format).

3.1 The tender should be submitted in **two covers**; **One** superscribing Technical Bid and **Second** Financial Bid and both the envelopes are in turn, be put in another envelope and this envelope should be superscripted **“Tender for Hiring Vehicles”**. All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid.

3.2 Tender will be opened in the presence of Bidders present on the due date of opening as per schedule mentioned in the NIT. Technical Bids of the Tenders received will be opened on that day and the Sealed Financial Bids will be kept in MOEF custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Annexure-2**. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.

3.3 Financial Bid of the selected bidders only will be opened.

3.4 Bidder shall furnish the documents as per **Technical Bid Form at Annexure-2. Every page of the bid documents should be signed by the bidder as a token of having read and understood the terms and conditions of the tender.**

3.5 Rates should be quoted as per the Schedule of Requirement & Hire Charges at **Section-V** and should be enclosed to Financial Bid Form at **Annexure-1. The format for Financial Bid should not be changed in any manner.** Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.6 The MoEF shall pay charges for extra kilometer, extra hour and night halt at fixed rates during the currency of the contract. The extra kilometer and/or extra hour charges would be payable if the vehicle is used beyond the monthly kilometer hire slab as mentioned in Scope of Work at Section-II and/or in excess of daily duty hours mentioned at para 3 of Section-III –Service Provider’s Obligations. Night halt charge would be admissible if the vehicle is released after 10.00 PM. **The rates of payment for extra kilometer, extra hour and night halt shall be as under:**

	<u>Indica/equivalent</u>	<u>Indigo/Swift Dzire/equivalent</u>
Extra Kilometre	- Rs.8.00	Rs.10.00
Extra hour	- Rs.25.00	Rs.30.00
Night halt	- Rs.100.00	Rs.100.00

3.7 The duly filled tenders must be accompanied with a Demand draft for Rs. 2,00,000/- **(Rupees two lakhs only)** as Bid Security as per format at **Annexure-3**.

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3.8 Tender should be dropped in the Tender Box kept at the Ground Floor of Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi-110003 on or before 1500 Hrs. of 30th August, 2011.

3.9 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information

required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

3.10 A prospective bidder requiring any clarification on the Bid document shall notify the US(GA), MOEF in writing. US(GA) shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

3.11 At any time, prior to the date of submission of bid, MOEF may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

3.12 The amendments shall be notified in the website www.envfor.nic.in and these amendments will be binding on all bidders.

3.13 The bidder shall bear all costs associated with the preparation and submission of the bid. MOEF in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

4. **Bid opening**

MOEF shall open the Technical bid cover containing documents detailed as per clause (3.4) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorisation letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in **Annexure-5**). After scrutiny and evaluation of the Technical Bids, the MOEF will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid.

5. **Bid Evaluation**

5.1 **Financial Bids** shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.

5.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, MOEF will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by MOEF.

5.3 **The procedure adopted for comparison of substantially responsive bids shall be the total cost of monthly hire charges of all types of vehicles indicated in Scope of Work in Section-II. The rates should be quoted strictly in the format given at Section-V (Financial Bid). If any bidder is not quoting**

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for all types of vehicles (i.e. A & B) then the bid will be treated as non-responsive.

5.4 The bidder should not quote rates for extra kilometer, extra hour or night halt charges as the MoEF shall pay these charges as per the rates mentioned at para 3.6 of Section-IV -General (Commercial) Conditions.

6. Award of Contract

MOEF shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within **2 weeks** of issue of letter of intent, give his acceptance along with performance security in conformity with **clause 17 of Section-IV** and as per format shown in **Annexure-4** of bid document.

7. Right to vary quantities

MOEF reserves the right at the time of award of contract to increase or decrease upto 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

8. Signing of Contract

8.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.

8.2 Upon the successful bidder furnishing the Performance Security the MOEF shall discharge its bid security in pursuant to **clause 12**.

9. Annulment of Award

Failure of the successful bidder to comply with the requirement of **clause 8** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event MOEF may make the award to any other bidder at the discretion of MOEF or call for new bids.

10. Period of validity of bids

(i) The bid shall remain **valid for 180 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by MOEF as non-responsive.

(ii) A bidder accepting the request of MOEF for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

11. Bid Price.

11.1 The supplier shall quote price as per schedule given in **Section V** for all types of Vehicles given in the schedule of requirement. The composite price should include all the type of Taxes etc **except service Tax** , as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.

11.2 **The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

12. Bid Security

12.1 Pursuant to **clause 3.7**, the bidder must deposit Rs. 2,00,000/- (Rupees two lakhs only) as Bid Security in the form of Demand Draft in favour of Pay and Accounts Officer, Ministry of Environment and Forests, New Delhi.

12.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with **clause 17 of Section-IV** and furnishing the performance security.

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13. The Bid Security may be forfeited:

13.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

13.2 If the successful bidder fails

i) to sign contract in accordance with clause 18

ii) to furnish performance security in accordance with clause 17 of Section IV

iii) A bid not secured in accordance with para 11.1 shall be rejected by the MOEF as Non-responsive at the bid opening state and returned to the bidder unopened.

iv) The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

14. Terms of Payment:

14.1 The payment shall be made within 30 working days from the date of receipt of bill in the O/o MoEF. Monthly bills in respect of vehicles engaged on monthly basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment. The copy of Service Tax paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to MOEF as per above schedule, it will not take responsibility for delay in payment.

14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to MOEF for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.

14.3 In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

15. Clause by clause compliance.

A clause- by – clause compliance of service to be provided shall be given as per Scope of Work **U/S II** and General & Commercial Conditions **U/S-III**. In case of deviation a statement of deviation shall be given.

16. Duration / Period of Contract:

Normally contract will be awarded for 1 (one) year. However, extension for the next year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.

17. Performance Security:

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the anticipated cost of the tender subject to maximum limit of Rs 8 lakhs (Rupees eight lakhs only) within 2 weeks of conveying MOEF's intention for accepting the bid, as Performance Security.

17.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in **Annexure-4** of the bid document. Performance Security can be accepted in the form of Demand Draft in favour of Pay and Accounts Officer, Ministry of Environment and Forests, New Delhi. Performance Security will not bear any interest while in the custody of MOEF.

17.3 Performance Security will be discharged after completion of Service Provider's performance obligations under the contract.

17.4 If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for MOEF to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

18. Termination of Contract

18.1 In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), MOEF may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter,

terminate the contract, in whole or in part, by giving 2 clear working days notice in writing to the Service Provider.

18.2 All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

18.3 Notwithstanding anything contained herein, MOEF also reserves the right to terminate the contract at any time or stage during the period of contract, by giving **two days** notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

19. Termination for insolvency

MOEF may also by giving written notice and without compensation to the Service Provider terminate the contract if the Service Provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

20. Insurance

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. MOEF shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on MOEF, the same shall be reimbursed /indemnified by the Service Provider.

21. Prices:

21.1 The rates should be on monthly hire basis. The KM slabs for monthly hire is shown in **Scope of Work in Section-II**.

21.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.

21.3 In case of any reduction of taxes and statutory levies (if any) during the contractual period, MOEF shall take the benefit of decrease in such taxes/duties for the services to be availed from the date of enactment of revised duties/taxes.

21.4 In case of increase in taxes/ duties during the contractual period, MOEF shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

22. Price

No escalation is admissible on any account whatsoever during the entire contract period.

23. Miscellaneous Conditions:

23.1 MOEF reserves right to counter offer price against price quoted by the bidder.

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23.2 In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

23.3 MOEF reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with MOEF and blacklist such bidder / bidders for a suitable period in case they fails to honour their bid without sufficient ground.

24. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have

any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of MOEF as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

25. Arbitration:

25.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Secretary, Ministry of Environment and Forests (MOEF) or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Secretary or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Secretary, Ministry of Environment and Forests shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of MOEF or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a MOEF employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

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25.2 The venue of Arbitration proceeding shall be Office of MoEF at New Delhi or such other place as the arbitrator may decide.

25.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

25.4 The courts at Delhi shall have the jurisdiction to decide any dispute that may arise in relation to the contract.

26. Set Off (Recovery of Sum Due):

26.1 Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by MOEF and set off the same against any claim of MOEF for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with MOEF.

26.2 In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Ministry of Environment and Forests. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Ministry of Environment and Forests on demand the balance amount, if any, due to Ministry of Environment and Forests within 30 days of the demand by MOEF.

26.3 If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

(S Mahapatra)
Under Secretary(GA)
Tele:24363021

SECTION-V
(FINANCIAL BID)

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

PLAN- (Scheduled Works): Monthly KM Hire Slab:

		Hire Charges per vehicle (Rs) Unit (per month) Slab Rate				
Sl. No.	Monthly KM Hire slab	Tata Indica/ equivalent hatchback cars Rate per car Category A	Tata Indigo / Maruti Swift Dzire /equivalent sedan cars Rate per car Category B	Total for Category A cars (3 cars*)	Total for Category B cars (17 cars*)	Grand Total **
I	II	III	IV	V	VI	VII
1	2000 KM	Rs.	Rs.	Rs.	Rs.	Rs. (In figure) Rs. (In words)

(* TENTATIVE QUANTITY AS GIVEN IN SECTION – II (SCOPE OF WORK) FOR BID EVALUATION PURPOSE.

**** Financial bids shall be evaluated on the basis of grand total only.**

Note – SERVICE TAX AS APPLICABLE WILL BE EXTRA.

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FINANCIAL BID

Tender No.....
.....

Date

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges** attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum subject to the maximum limit of Rs.8,00,000/- for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay of2011.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Encls: Schedule of Requirement & Hire charges

Signature of tender with seal

SUB: HIRING OF VEHICLES FOR COMMERCIAL USE

Tender Ref:

Date:

TECHNICAL BID

To be filled in by the Bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	Is your concern Recognised / Registered No <input type="checkbox"/> Yes <input type="checkbox"/> (Attach Photocopy as a proof)	
	Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of(please specify name)	
3. a	Income Tax Permanent account Number (PAN) : (attach Proof)	
3. b	Service Tax Registration Number : (attach Proof)	
4.	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : _____ Years	
5.	Detailed Statement of Registered commercial vehicles of 3 year old or less as per format at Annexure-2A .	
6.	Bid documents duly signed and self attested.	
7.	Declaration in non-judicial stamp paper as required in para 1.2 of Section-IV.	

Signature of tender with seal

Statement of Vehicles owned by the Bidder**BIDDER'S NAME:** _____**COMPANY'S NAME:** _____

Details of "OWNED" Vehicles of Three Years old or less in our fleet of operation as on date:									
SL · N O.	Registratio n Number	Model (Year)	Date of Registrati on	Vehicle Owner's / Name	Vehicle Type (Ambassador/ Indica/ Indigo / Tempo Traveller/ Sumo/ Qualis etc. Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insuranc e
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Note: Use additional sheets if required.**Declaration:**

The details as above furnished are correct and true. I undertake to produce original documents of the above said vehicles for verification as and when called for.

DATE**BIDDERS'S SIGNATURE****OFFICE SEAL**

Signature of tender with seal

BID SECURITY (EMD)

The duly filled tenders must be accompanied with a Demand draft for Rs. 2,00,000/- **(Rupees two lakhs only)** in favour of Pay and Accounts Officer, Ministry of Environment and Forests, New Delhi as Bid Security

THE CONDITION of the obligation are:

- 1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid Validity.
 - (a) fails or refuses to execute the Contract, if required, or
 - (b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

PERFORMANCE SECURITY BOND

In consideration of Ministry of Environment and Forests, New Delhi (here in after called the MOEF, New Delhi) having agreed to exempt

_____ (here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____. For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ Service Provider's do hereby undertake to pay to the MOEF, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the MOEF, _____ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the MOEF, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the MOEF, _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the MOEF, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the MOEF, _____ any money so demanded not withstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the MOEF, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till MOEF, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

Signature of tender with seal

5. We (name of the bank) further agree with the MOEF, _____ that the MOEF, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the MOEF, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of

the MOEF, _____ or any indulgence by the MOEF, _____ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
- 7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by MOEF.

Dated : _____

For _____
(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on _____ or before date of bid opening)

To

The
Under Secretary(GA)
Ministry of Environment and Forests
Paryavaran Bhavan
CGO Complex, Lodhi Road
New Delhi-110003.

Subject – Authorisation for attending bid opening on _____ (date)
in the Tender of
_____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference
Specimen Signature

Name

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Signature of tender with seal

ANNEXURE-6

FORMAT OF DUTY SLIP

(Print Name of the company & address)

Sl. No..... Date.....

(to be filled by contractor)

1. Regn. No of Vehicle :.....
2. Model & Year, petrol/Diesel/CNG.....
3. Name, Designation & address of user
.....
.....
.....

(to be filled by user)

4. Purpose of Journey (detail)
5. Places visited
6. Meter Reading at Starting Point at closing Point
.....
7. Total KMs Run
8. Time at Starting Point at closing Point
9. Extra Detention Hours (beyond duty Hrs.)
10. Charges for Parking/Toll Tax etc.....
11. Number of Night Halts (for outstation journey only)

Driver's Name & Signature

Signature of User

ANNEXURE- 7

CERTIFICATE REGARDING NON-RELATIVE WORKING IN MOEF

1. The tenderer or his staff shall not be a working officer/official of the MOEF. The near relatives of all MOEF employees either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :

- a) Members of a Hindu Undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother son(s), son's wife (daughter-in-law) Daughter(s) & daughter's husband(son-in-law) brother(s) & brother's wife, sister(s) & sister's husband(brother-in-law).

2. **The tenderer (s) should give a certificate to the effect that none of his/her such relative is working in the units of MOEF as defined above.** In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The MOEF will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

CERTIFICATE

A. Certified that none of my/our near relative/relatives is/are working any where in MOEF.

B .The format of certificate is

“ I/we..... S/O.....

.....r/o.....

hereby certify that none of my/our relative (s) as defined above is/are employed in MOEF as per details given above. In case at any stage, it is found that the information given by me/us is false/incorrect, MOEF shall have the absolute right to take any action as deemed fit/without any prior intimation to me/us”

DATE-----

SIGNATURE OF TENDERER WITH SEAL

Signature of tender with seal