BUREAU OF ENERGY EFFICIENCY
4TH FLOOR, SEWA BHAWAN, R.K. PURAM-I,
NEW DELHI-110066

TENDER NO. BEE/02/51/NIT-VEHICLES/2017-ADMN.

TECHNICAL BID
(UNPRICED PART)

“Hiring of vehicles on monthly basis in BEE”

Last Date of Submission of Tender: 3.00 P.M. on
19th February, 2018

Secretary
Bureau of Energy Efficiency
Ministry of Power, Govt. of India
4th Floor, Sewa Bhawan, R.K. Puram-I
New Delhi-110066

Price: Rs.500/-
BUREAU OF ENERGY EFFICIENCY
SEWA BHAWAN, R.K. PURAM-I,
NEW DELHI-110066

TENDER NO. BEE/02/51/NIT- Vehicles/2017-Admn


INDEX

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cover Page</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Index</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>Tender Notice</td>
<td>3</td>
</tr>
<tr>
<td>4.</td>
<td>Tender document (Technical Bid)</td>
<td>5</td>
</tr>
<tr>
<td>5.</td>
<td>Qualifying Requirements</td>
<td>7</td>
</tr>
<tr>
<td>6.</td>
<td>EMD</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Estimated value of Tender</td>
<td>8</td>
</tr>
<tr>
<td>9.</td>
<td>Proforma for Financial Bid</td>
<td>9</td>
</tr>
<tr>
<td>10.</td>
<td>Terms &amp; conditions for the Tender</td>
<td>10</td>
</tr>
<tr>
<td>11.</td>
<td>Tender document (Financial Bid)</td>
<td>16</td>
</tr>
<tr>
<td>12.</td>
<td>Draft Agreement for contract for hiring of vehicles</td>
<td>18</td>
</tr>
<tr>
<td>13.</td>
<td>Form of Bank Guarantee for Bid Security (Annexure-I)</td>
<td>22</td>
</tr>
<tr>
<td>14.</td>
<td>Form of Bank Guarantee for Performance Security (Annexure-II)</td>
<td>24</td>
</tr>
<tr>
<td>15.</td>
<td>Notice Inviting Tender</td>
<td>26</td>
</tr>
<tr>
<td>16.</td>
<td>Advertisement</td>
<td>27</td>
</tr>
</tbody>
</table>
TENDER NOTICE
TENDER NO. BEE/02/51/NIT- Vehicles/2017-Admn

Sealed tenders in two-bid system are invited from competent & experienced Contractors / Agencies for providing / hiring of 09 Vehicles (Taxi) on monthly rental basis, who fulfilling the qualifying requirements stated hereunder:


2. **Payment of Tender Document**
   i) **Amount to be paid**: Rs.500/-
   ii) **Mode of Payment**: By Demand Draft / Banker’s Cheque in favour of Bureau of Energy Efficiency payable at New Delhi.
   iii) **Place of Payment**: If downloaded from the BEE website, along with the Technical BID. OR BEE, 4th Floor, SEWA BHAWAN, R.K. PURAM, SECTOR – I, NEW DELHI – 110066.

3. **Issue of Tender Document**
   i) **Issuing Authority**: Secretary, BEE
   ii) **Time for issuing the Tender Document**: 23.1.2018 to 16.2.2018 10 a.m. - 4 p.m. (All working days)

4. **Receipt of Tender**
   i) **Tender Receiving Authority**: Secretary, BEE
   ii) **Last Date for receipt of Tender**: 19th February, 2018 at 3.00 p.m.

5. **Estimated value of Tender**
   a) Rs.45.00 Lakh for one year
   b) Rs.1,80,000/- By Demand Draft / Banker’s Cheque in favour of Bureau of Energy Efficiency payable at New Delhi.

6. **Period of Contract**: One Year and extendable for another one year on the same terms & conditions and at BEE discretion.

7. **Pre Financial Qualifications:-**
   i) **Annual Turn Over**: Rs.70.00 Lakhs p.a. for each year during last 3 financial years i.e. 2014-15, 2015-16 & 2016-17. For this purpose, copies of Balance Sheet / P&L A/c and Trading Accounts, duly vetted by CA should be submitted.
ii) Value of work order executed during each of the last three preceding financial years:

(a) Three similar works costing not less than the amount equal to Rs. 10 lakhs each;  
OR

(b) Two similar works costing not less than the amount equal to Rs. 15 lakhs each;  
OR

(c) One similar work costing not less than the amount equal to Rs. 30 lakhs.

The copies of work orders, attached with the Tender document, must be supported with attested satisfactory completion certificates with value in rupees, issued by the concerned departments/organizations OR True copies (Self attested) of the bills raised against the attached work orders with bank statements showing receivables against the invoices raised for each work order. Work orders should reflect total value of the jobs awarded to the bidder.

8. Type of Vehicle: Commercially registered CNG/Diesel vehicle not more than 2 years old i.e. not before January, 2016.

9. Other pre Qualifications (attach copies of all documents indicated hereunder):

- Company Registration No. : ......................................................
- PAN No. : .................................................................
- PF Registration No. : ......................................................
- ESI Registration No. : ......................................................
- GST No. : .................................................................

The tender issuing authority reserves the right to refuse issue of tender documents to any party without any reason thereof.

9. Tenderer shall attach the satisfactory performance report from past / present client(s).

Date: ......................

Secretary, BEE
### “Tender Documents for Hiring of vehicles on monthly basis in BEE”

1. **Scope of Work.**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Service</strong></td>
<td>Provision of vehicle (Innova / Swift Dzire / Maruti SX4 / Indigo / Maruti Ciaz/ Honda City/ Swift /i 20) – registered commercial vehicle with licensed drivers on hiring basis.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2 <strong>Period of Contract</strong></td>
<td>Under normal circumstances the contract shall be valid for a period of <strong>One year</strong> from date of issue of work order. However Contract may be extended on the same rates, terms &amp; conditions at one time or in spells of lesser time/periods up to a cumulative maximum period of <strong>twelve months</strong> or till an alternate arrangement is made whichever is earlier.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3 <strong>Quantity</strong></td>
<td>Number of vehicles required on monthly basis will be on need basis only. The present requirement of vehicles is 9. It may be noted that these requirement can be reduced by giving one month’s notice. Generally, vehicles will be required on all days excluding Saturday, Sunday &amp; public holidays. However, in case vehicles are required on Saturday, Sunday and public holiday, then the same has to be provided as per our requisition. The required nos. of vehicles are subject to change.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4 <strong>Duty Hrs</strong></td>
<td>The normal duty hours will be 10 hrs for daily basis supplied vehicles and 12 hrs for monthly basis supplied vehicles. Estimated usage during the month per vehicle is 2800 km in 26 working days.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5 <strong>Notice period</strong></td>
<td>(12) For vehicles supplied on monthly rate basis – the vehicles shall report at the BEE office or as directed on all working days. However in case vehicles are required on Saturday, Sunday and public holidays then appropriate intimation will be forwarded 1 day in advance or in emergent condition, 1 hr. in advance. (ii) Telephonic intimation shall be considered as notice.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6 <strong>Reporting Place</strong></td>
<td>Contractor should be able to provide vehicles as per point 5 above and such vehicles must reach the pickup point <strong>15 minutes</strong> in advance. In case of delay, a compensation of Rs. 50/- will be charged for delay of every <strong>15 minutes up to 1hr.</strong> For delay beyond <strong>1hr.</strong>, a compensation of Rs. <strong>600/-</strong> will be charged.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7 <strong>Counting of Distance</strong></td>
<td>The payment will be made from Garage to Garage. However, BEE will bear the cost of journey to and from Garage at actual, subject to the maximum limit of 5 kms one way.</td>
</tr>
<tr>
<td>8</td>
<td>Accuracy of Meters</td>
</tr>
<tr>
<td>---</td>
<td>---------------------</td>
</tr>
</tbody>
</table>
| 9 | Compensation        | 1. In case of on-route breakdown, vehicle has to be replaced by other suitable vehicle immediately. In case the alternate vehicle is not provided, BEE representative / BEE Staff will be free to engage another vehicle to complete the remaining journey, the cost of which will be recovered from the contractor.  
2. In addition, a compensation of Rs.200/- will be imposed on each such occasion. If the number of break down exceeds three in a month, compensation of Rs.1000/- per breakdown per vehicle will be charged from the fourth breakdown onwards.  
3. In case of non-availability / non-providing the vehicle according to requisition by BEE, alternate vehicle may be hired by BEE, the cost of which will be recovered from the contractor. Compensation of Rs.1000/- per vehicle for each such occasion will be also imposed. |
| 10| Special Requirements | 1. Intending bidder must have multiple telephone Nos. (at least 3 mobile / land line number) where requisition of vehicles can be conveyed all round the clock. Telephone Numbers must be specified in the bid.  
2. Quoted price should be exclusive of all taxes i.e. Toll Tax, Bridge Toll Tax, Service Tax, Border Tax, Parking Charges, etc. These charges will be paid additionally as per actual, but only on production of original receipt.  
3. Intending bidder should arrange to issue of proper identity card to his driver after verifying the antecedents of his drivers. |
| 11| Additional vehicles on per day rate basis | BEE may also require vehicles on per day basis, in addition to the Monthly rate vehicles. The rates quoted by the Agency(ies) for Monthly rate vehicles will also be applicable for limited number of days, in which case, payment will be made on prorate basis. |
| 12 | Closure Clause      | The Department reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor. |
13. **Submission of Tender**

The tenders shall be submitted in sealed envelope in **two-bid system** i.e.

1. **Technical Bid** – This envelop should carry complete details of bidder, tender documents, EMD, other supporting documents such as copies of balance sheet / P&L Account of last three financial years duly vetted by C.A., experience certificates, copies of work orders, work completion certificate etc.

2. **Price Bid** – This envelop will carry only price bid in figure and words.

Envelopes clearly mention the name of work and tender number super-scribed thereon. The Tender shall comprise of complete tender document, duly filled & signed in.

2. **Qualifying Requirement**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Qualifying Requirement (QR)</th>
<th>Documents to be submitted for establishing eligibility criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder must have at least 10 (Ten) vehicles (Petrol/Diesel/CNG) of type i.e., Innova / Swift Dzire / Maruti SX4 / Indigo / Maruti Ciaz / Honda City / Swift / i 20 which are registered as commercial vehicles in their names or Firm’s name, not more than maximum 2 years old i.e. not older than January, 2016.</td>
<td>Documentary proof in the Form of R.C., duly notarized by Notary Public, must be submitted</td>
</tr>
<tr>
<td>2</td>
<td>Bidder must have an annual turnover of Rs.70,00,000/- (Rupees Seventy lakhs) and should have at least three long term orders for 3 PSUs/Ministries during the past 3 years.</td>
<td>Attach proof of turn-over and copies of work orders. The bidder should have the experience of similar works in any of the Departments/Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/ Municipalities as follows:- (a) Three similar works costing not less than the amount equal to Rs.10 lakhs each; or (b) Two similar works costing not less than the amount equal to Rs.15 lakhs each; or (c) One similar work costing not less than the amount equal to Rs.30 lakhs.</td>
</tr>
<tr>
<td>3</td>
<td>Bidder must have Company Registration Number</td>
<td>Company Registration Number copy is to be submitted.</td>
</tr>
<tr>
<td></td>
<td>Bidder must have an GST Registration Number</td>
<td>GST Registration Number copy is to be submitted.</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>5</td>
<td>Bidder must have an PAN (Permanent Account Number)</td>
<td>PAN copy is to be submitted</td>
</tr>
<tr>
<td>6</td>
<td>Bid security of Rs.1,80,000/- (Rs. One lakh Eighty thousand only). Bid security will be refunded within 30 days from the date of award of contract.</td>
<td>Bid security of Rs.1,80,000/- (Rs. One lakh Eighty thousand only) in the form of DD/Cheque in favour of Bureau of Energy Efficiency payable at New Delhi with a validity period for 6 months.</td>
</tr>
<tr>
<td>7</td>
<td>Acceptance to the bid documents terms &amp; conditions.</td>
<td>Bid documents duly signed &amp; stamped on each page.</td>
</tr>
</tbody>
</table>

4. **Estimated value of Tender**: Rs. 45 Lakhs for one year

5. **Selection Criteria**

   1. The financial proposals will be ranked in terms of their evaluated cost for each category of vehicles separately.
   2. The least cost proposal will be ranked as L-1 for each category of vehicles separately and the next higher and so on will be ranked as L-2, L-3 etc.
   3. The least cost proposal (L-1) will be considered for award of contract for each category of vehicles separately.

6. **Address of the Garage**: ______________________

   ______________________

7. **Contact details / Telephome Numbers**: 
**Proforma for Financial Bid**

**SCHEDULE OF RATES: Monthly Option**

1. Rate (all inclusive including all taxes and levies except GST & parking charges) for Taxies as indicated below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Make of vehicle</th>
<th>A 2800 kms. and 26 days per month (except Sundays) and upto 312 hours (Rs. Per month)</th>
<th>B Extra per Km. beyond 2800 kms. (Rs. Per Km.)</th>
<th>C Extra per hour beyond 312 hrs. (Rs. Per Hr.)</th>
<th>D GST charges, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Swift/ i 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Swift Dzire / Indigo</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Maruti SX-4 / Maruti Ciaz / Honda City</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Toyota Innova</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Night Charges: Rs.__________ per night stay.**

**Night charges have to be quoted separately (in rupees per night stay) and this charge shall be paid as and when availed. Please note that this charge will not be a part of financial evaluation but it will be compared & negotiated if found unreasonable.

**Per Day Option**

BEE may also require vehicles on per day basis, in addition to the Monthly rate vehicles. The rates quoted by the Agency(ies) for Monthly rate vehicles will also be applicable for limited number of days, in which case, payment will be made on prorata basis.

2. Condition of the vehicle should be good & not more than 2 years old.

3. Vehicles have to be deployed on all working days excluding Saturday, Sunday and public holidays as per BEE’s holiday list. However, in case vehicle is required on Saturday, Sunday and public holidays then vehicles are to be provided as per our requisition.

4. Equivalent vehicles shall be subjected to acceptance by Officer In charge, BEE.

**Signature of Tenderer:____________________ (With stamp of the firm)**

Name of Authorized signatory ________________

Seal:
TERMS AND CONDITIONS FOR THE TENDER FOR THE AWARD OF ANNUAL CONTRACT FOR HIRING OF VEHICLES ON MONTHLY BASIS 07 (Seven) (REQUISITE NUMBER MAY BE INDICATED) FOR OFFICE USE IN THE BUREAU OF ENERGY EFFICIENCY, 4TH FLOOR, SEWA BHAWAN, R.K. PURAM, NEW DELHI-110066.

Sealed tenders are invited from reputed transporters/fleet owners having capacity to supply the required numbers of vehicles AND HAVING BUSINESS IN Delhi in this field for the last three years for the supply of 07 (Seven) commercially registered vehicles (not more than two years old) on hire basis for the use of Bureau of Energy Efficiency (BEE) for a period of one year on contract basis. The prospective bidder may quote the rates in the format prescribed below. Bidder shall quote the rates in Indian Rupees for the entire contract on a ‘single responsibility’ basis such that the Tender price covers contractor’s all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the hiring of vehicles at Bureau of Energy Efficiency, Ministry of Power, 4th Floor, Sewa Bhawan, Sector-1, R.K. Puram, New Delhi-110066. Incomplete or conditional tender will be summarily rejected. Late bids will also not be entertained. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

PRICE BID

MONTHLY BASIS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Make of vehicle</th>
<th>A 2800 kms. and 26 days per month(except Sundays) and upto 312 hours (Rs. Per month)</th>
<th>B Extra per Km. beyond 2800 kms. (Rs. Per Km.)</th>
<th>C Extra per hour beyond 312 hrs. (Rs. Per Hr.)</th>
<th>D GST charges, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Swift/ i 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Swift Dzire / Indigo</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Maruti SX-4 / Maruti Ciaz / Honda City</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Toyota Innova</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PER DAY BASIS

BEE may also require vehicles on per day basis, in addition to the Monthly rate vehicles. The rates quoted by the Agency(ies) for Monthly rate vehicles will also be applicable for limited number of days, in which case, payment will be made on prorata basis.

The columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible.

No blanks should be left which would be otherwise made the tender liable for rejection.

Rate Revision

During the period of contract, the rates will not be revised.

The bidder's are eligible to supply vehicles either of Diesel/CNG for monthly services.

1. The contract shall be valid for a period of one year. The Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the Department.

2. All registered agencies who are providing similar kind of services for at least last three consecutive years as below and having annual average turnover of Rs.70 Lakhs during the last three financial years in the books of accounts may submit the bids in the prescribed format.

3. The bidder should have the experience of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-
   a) Three similar works costing not less than the amount equal to Rs.10 lakhs each; or
   b) Two similar works costing not less than the amount equal to Rs.15 lakhs each; or
   c) One similar work costing not less than the amount equal to Rs.30 lakhs.

4. The contractor shall deposit Bid Security (EMD) for an amount of Rs.1,80,000/- (Rs. One lakh Eighty Thousand only) in any of the following forms. Bid Security may be furnished in the form of an Account Payee DD,
Cheque, from a commercial bank in an acceptable form in favour of Bureau of Energy Efficiency (Annexure-I) along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

5. The Bid Security will be forfeited in the following conditions:–

(a) If at any stage, any of the information/declaration given by the bidder is found false.

(b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.

(c) In case of any lapse/default in honoring of the terms and conditions at any stage after submitting the tender.

(d) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

6. The firm whose tender is accepted shall deposit Performance Security for an amount of Rs.4.5 lakhs (Rupees four lakhs fifty thousand) (10% of the bid value) in any of the following forms within 10 days from the date of issue of offer of work order by the Department. Performance Security may be furnished in the form of an **Account Payee DD, in favour of Bureau of Energy Efficiency**. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount. The contract will be signed only after furnishing the Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to the termination of the contract.

7. The Contractor will have to provide the replacement of Driver in case of any eventuality. The Department has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined. In case the replacement driver is not familiar with the roads / directions, a fine of Rs.300/- per day will be imposed.

8. The vehicles should be Maximum 2 years’ old. In case of providing vehicles older than two years, Rs.500/- (Rupees Five hundred only) shall be charged per day as penalty. The vehicles must be registered as commercial vehicle.

9. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour, failing which the Vehicle Incharge / Secretary, Bureau of Energy Efficiency has the right to hire vehicle from any other sources at the expense of the contractor.

10. The contractor shall provide names, addresses of the drivers along with their driving license number and copies and police verification certificates within
one week of the award of the contract.

11. The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the Department.

12. The Department will be under no legal obligation to provide employment to any of the personnel of the contractor and the Department recognizes no employer-employee relationship between the Department and the personnel deployed by the contractor/agency.

13. Any person who is in Government service, an employee of BEE (Permanent or on contract) should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.

14. The contractor shall indemnify the Department against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Department shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.

15. The Department reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.

16. Vehicles provided by the Department should bear commercial Taxi Cab Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving Licence and Badges.

17. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi.

18. The contractor shall provide vehicles as per requirement of the Department.

19. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.

20. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than two years old.
21. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the BEE has the right to hire vehicle from any other sources at the expense of the contractor.

22. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and these shall be the responsibility of the contractor.

23. The dead mileage in any case should not be more than five Kms. one way.

24. No advance payment will be made.

25. Duty Slips/Movement Slips will be signed by the designated officer or officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned / designated officer.

26. The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer / designated officer.

27. The bills in triplicate should be made date-wise by the contractor and should be submitted to the Vehicle In-charge of the BEE / designated officer on monthly basis.

28. The contractor while raising the bill should clearly mention that the rate charged/quoted are for petrol or diesel or CNG run vehicle.

29. The BEE will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

30. The BEE reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.

31. The prospective bidder shall furnish the following documents along with their financial bid:-

(a) Self attested copy of PAN No. card under Income Tax Act;
(b) Self attested copy of GST Registration Number;
(c) Self attested copy of Valid Registration No. of the Agency/Firm;
(d) Proof of Average Annual turnover as stated in Clause 2 supported by audited Balance Sheet;
(e) Proof of experience as stated in Clause 3(a), (b) and (c) supported by documents from the concerned organizations;
(f) Bid Security of Rs.1,80,000/- (Rupees One lakh Eighty thousand).

(g) Application fee of Rs.500/- (non-refundable), in case the tender document is downloaded from the website;

(h) List of vehicles along with photocopy of their RC/fitness and permit owned by the contractor;

(i) An undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency;

(j) Terms and conditions duly accepted/signed with the stamp of the prospective bidder.

Secretary, BEE
Bureau of Energy Efficiency, Ministry of Power, Govt. of India, 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi-110066
TENDER NO. BEE/02/51/NIT-VEHICLES/2017-ADMN.

FINANCIAL BID

“Hiring of vehicles on monthly basis in BEE”

Last Date of Submission of Tender: 3.00 P.M. on 19th February, 2018
**SCHEDULE OF RATES:**  

**Monthly Option**

2. Rate (all inclusive including all taxes and levies except GST & parking charges) for Taxies as indicated below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Make of vehicle</th>
<th>A 2800 kms. and 26 days per month (except Sundays) and upto 312 hours (Rs. Per month)</th>
<th>B Extra per Km. beyond 2800 kms. (Rs. Per Km.)</th>
<th>C Extra per hour beyond 312 hrs. (Rs. Per Hr.)</th>
<th>D GST charges, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Swift/ i 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Swift Dzire / Indigo</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Maruti SX-4 / Maruti Ciaz / Honda City</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Toyota Innova</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Night Charges:** Rs. __________ per night stay.

**Night charges** have to be quoted separately (in rupees per night stay) and this charge shall be paid as and when availed. Please note that this charge will not be a part of financial evaluation but it will be compared & negotiated if found unreasonable.

**Per Day Option**

BEE may also require vehicles on per day basis, in addition to the Monthly rate vehicles. The rates quoted by the Agency(ies) for Monthly rate vehicles will also be applicable for limited number of days, in which case, payment will be made on prorata basis.

2. Condition of the vehicle should be good & not more than 2 years old.

3. Vehicles have to be deployed on all working days excluding Saturday, Sunday and public holidays as per BEE’s holiday list. However, in case vehicle is required on Saturday, Sunday and public holidays then vehicles are to be provided as per our requisition.

4. Equivalent vehicles shall be subjected to acceptance by Officer In charge, BEE.

**Signature of Tenderer:** ________________  
(With stamp of the firm)

Name of Authorized signatory ________________

Seal:
DRAFT AGREEMENT FOR HIRING OF VEHICLES

This agreement is made on this day BETWEEN the Secretary, Bureau of Energy Efficiency, hereinafter called the “Department” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns of the one part AND (name of the agency) hereinafter called the contractor) through their proprietor hereinafter called the “Contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors, executors, administrators, heirs, legal representatives and assigns of the other part.

The contractor has agreed to provide the following vehicles on the following rates:-

**Monthly basis**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Make of vehicle</th>
<th>A 2800 kms. and 26 days per month (except Sundays) and upto 312 hours (Rs. Per month)</th>
<th>B Extra per Km. beyond 2800 kms. (Rs. Per Km.)</th>
<th>C Extra per hour beyond 312 hrs. (Rs. Per Hr.)</th>
<th>D GST charges, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Swift/ i 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Swift Dzire / Indigo</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Maruti SX-4 / Maruti Ciaz / Honda City</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Toyota Innova</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Per Day basis**

BEE may also require vehicles on per day basis, in addition to the Monthly rate vehicles. The rates quoted by the Agency(ies) for Monthly rate vehicles will also be applicable for Daily rate vehicles.

1. The contract is valid for a period of one year w.e.f. 1st March, 2018 to 28th February, 2019. The Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the Department.

2. The contractor shall deposit Performance Security for an amount of Rs.3.00 lakhs in any of the following forms. Performance Security may be furnished in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount.
3. The vehicle and drivers provided by the contractor shall work under the overall supervision of this Department.

4. The contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.

5. The Contractor will have to provide the replacement of Driver in case of any eventuality. The Department has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.

6. In case of breakdown of any vehicle, the contractor shall replace the vehicle within one hour failing which Vehicle Incharge / Secretary, bureau of Energy Efficiency has the right to hire vehicle from any other sources at the expense of the contractor.

7. The contractor shall provide names, addresses, contact numbers of the drivers along with their driving licence number and copies within one week of the award of the contract.

8. The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the Department.

9. The Department will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Department recognizes no employer-employee relationship between the Department and the personnel deployed by the contractor/agency.

10. Any person who is in Government service, an employee of BEE (Permanent or contractual) should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.

11. The contractor shall indemnify the Department against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Department shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
12. The Department reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.

13. The vehicles provided by the contractor should bear commercial Taxi Cab Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving Licence and Badges.

14. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi.

15. The contractor shall provide vehicles as per requirement of the Department.

16. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.

17. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than two years old.

18. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the Department has the right to hire vehicle from any other sources at the expense of the contractor.

19. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and these shall be the responsibility of the contractor.

20. The dead mileage in any case should not be more than five Kms. one way.

21. No advance payment will be made.

22. Duty Slips/Movement Slips will be signed by the designated officer or officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer/ designated officer.

23. The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer.

24. The bills in triplicate should be made date-wise by the contractor and should be submitted to the Administration Branch of the Department on monthly basis.

25. The contractor while raising the bill should clearly mention that the rate charged/quoted are for petrol or diesel or CNG run vehicle.

26. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income
tax on the income comprised therein.

27. The Department reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.

28. **PENALTIES**
   (1) For non-providing of vehicle in time: Rs.100/- per hour of delay;
   (2) For not providing substitute vehicles: Rs.500/- per default or actual hire charges from other sources, whichever is higher;
   (3) On misbehavior by the Driver: Rs.500/- per default;
   (4) For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security.
   (5) For providing non-commercially registered vehicle Rs.500/- per day per vehicle.

29. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.

30. The price quoted is inclusive of all Taxes.

31. In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the sole arbitration of any person nominated by the________________________(please mention the name of the HOD of the concerned Department) Government of NCT of Delhi. The award of the arbitrator so appointed shall be final and binding on the parties.

32. The entire dispute shall be subject to the Delhi jurisdiction.

   IN WITNESS WHEREOF the parties have set their hands and seals on the day and year mentioned above.

   ![Signature of the Contractor]

   **Signature of the Contractor**
   (With Seal)

   ![Witness Name: Address]

   1. Witness
   Name:_____________________
   Address_____________________

   ![Witness Name: Address]

   2. Witness
   Name:_____________________
   Address_____________________

   ![Witness Name: Address]

   3. Witness
   Name:_____________________
   Address_____________________

   ![Witness Name: Address]

   4. Witness
   Name:_____________________
   Address_____________________

For and on behalf of Bureau of Energy Efficiency (Department) (With seal)
ANNEXURE-I

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 2 of the NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we__________________________(Name and address of Bank), having our registered office at__________________________ (hereinafter called “the Bank”) are bound unto Bureau of Energy ___________________________ (Name of the Department) (hereinafter called “the Department”) in sum of Rs.__________________________ for which payment will and truly to be made to the said Department, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____________________________(Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated__________________________ for providing vehicles on hire basis (hereinafter called “the Bid”).

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.__________________________ (Amount in figures and words) as Performance Security against the Bidder’s offer as aforesaid.

AND WHEREAS _____________________________(Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.

2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.

3. That this guarantee commences from the date hereof and shall remain in force till:-

   (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a Public Sector Bank based in India.

   (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.

4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
THE CONDITIONS of this obligation are:

(i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or

(ii) If the Bidder refuses to accept the corrections of errors in his bid; or

(iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para________ of the NIT.

(iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

(v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Department having to substantiate his demand provided that in his demand the Department will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness                          Signature of Authorized Official of the Bank
Signature of Authorized Official of the Bank
Name of Official __________________________
Name of Official __________________________
Designation __________________________
Designation __________________________
ID No. __________________________
ID No. __________________________
Name of Witness __________________________
Name of Witness __________________________
Address of Witness __________________________
Address of Witness __________________________

(Stamp/Seal of Bank)
ANNEXURE-II

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
(Refer Clause 3 of the NIT)
(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of______________ between
_________________(Name of the Bank) (hereinafter called the “Bank”) of
the one part and_________________(Name of the Department)
(hereinafter called the “Department”) of the other part.

2. WHEREAS_____________________(Name of the Department) has
awarded the contract for providing vehicles on hire basis for
Rs._(Rupees in figures and words) (hereinafter called the “contract”) to M/s_ __
(Name of the contractor) (hereinafter called the “contractor”).

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the
Employer a Performance Security for a total amount of Rs.__________________
(Amount in figures and words).

4. NOW WE the Undersigned_____________________(Name of the Bank)
being fully authorized to sign and to incur obligations for and on behalf of and in the
name of_____________________(Full name of Bank), hereby declare that the
said Bank will guarantee the Department the full amount of Rs._(Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the
Department, the Bank is engaged to pay the Department, any amount up to and
inclusive of the aforementioned full amount upon written order from the Department
to indemnify the Department for any liability of damage resulting from any defects or
shortcomings of the Contractor or the debts he may have incurred to any parties
involved in the Works under the Contract mentioned above, whether these defects or
shortcomings or debts are actual or estimated or expected. The Bank will deliver the
money required by the Department immediately on demand without delay without
reference to the Contractor and without the necessity of a previous notice or of
judicial or administrative procedures and without it being necessary to prove to the
Bank the liability or damages resulting from any defects or shortcomings or debts of
the Contractor. The Bank shall pay to the Department any money so demanded
notwithstanding any dispute/disputes raised by the Contractor in any suit or
proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and
the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of_________months from the date of
signing. (The initial period for which this Guarantee will be valid must be for at least
six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the Department”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the ____________ day of __________ (Month) __________ (year) being herewith duly authorized.

For and on behalf of the

__________ Bank.

Signature of authorized Bank official

Name __________________________
Designation _____________________
I.D. No. _________________________
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named

________________________ in the presence of:

Witness-1.
Signature _______________________
Name __________________________
Address _________________________

Witness-2.
Signature _______________________
Name __________________________
Address _________________________
NOTICE INVITING TENDER  
TENDER BID REFERENCE ; BEE/02/51/NIT-Vehicles/2017-Admn

Sealed tenders in two-bid system are invited from competent & experienced Contractors / Agencies for providing 09 (nine) number of vehicles on hire basis for the use of Bureau of Energy Efficiency, Ministry of Power, 4th Floor, Sewa Bhawan, Sector-1, R.K. Puram, New Delhi-110066 for a period of one year on contract/outsourcing basis.

<table>
<thead>
<tr>
<th>Date of issue of BID :</th>
<th>22nd January, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Date and Time for receipt of proposal</td>
<td>19th February, 2018 by 3.00 P.M.</td>
</tr>
<tr>
<td>Last date of Opening of Bid</td>
<td>20th February, 2018 at 4.00 P.M.</td>
</tr>
<tr>
<td>For further details contact:</td>
<td>Bureau of Energy Efficiency, Ministry of Power, 4th Floor, Sewa Bhawan, Sector 1 R. K. Puram, New Delhi -110066 Tel. 011-26179699 Website : <a href="http://www.beeindia.gov.in">www.beeindia.gov.in</a></td>
</tr>
</tbody>
</table>

Tender documents and the instructions for submission of tenders can be downloaded from the website: [www.beeindia.gov.in](http://www.beeindia.gov.in)

Or

May be collected from the BEE Office on payment of Rs. 500/- as bid cost.

Secretary, BEE
NOTICE INVITING TENDER
TENDER BID REFERENCE ; BEE/02/51/NIT-Vehicles/2017-Admn

Sealed tenders in two-bid system are invited from competent & experienced Contractors / Agencies for providing 09 (nine) number of vehicles on hire basis for the use of Bureau of Energy Efficiency, Ministry of Power, 4th Floor, Sewa Bhawan, Sector-1, R.K. Puram, New Delhi-110066 for a period of one year on contract/outsourcing basis. Please visit BEE’s website: www.beeindia.gov.in for detailed advertisement and further details.

Secretary, BEE