F.No.290004/2018/NGMA Government of India National Gallery of Morden Art Jaipur House New Delhi

December & 2018

NOTICE INVITING TENDER

Subject: Tender for hiring of Vehicles on monthly basis in National Gallery of Modern Art, New Delhi.

National Gallery of Modern Art, New Delhi intends to hire 2 Numbers of Commercial Cars (Category-A: Cars (and equivalent), Category-B: Cars (Maruti Swift Dzire and equivalent) on monthly basis for its official use. The number of vehicles are tentative and may increase depending upon requirements. Monthly hiring shall be for one year initially. The contract may be renewed for another two years period on year to year basis, as mutually agreed upon, subject to satisfactory performance. The vehicles should be either new one or not prior to 2017 model. Authorized tour/taxi operators having more than 20 Commercial vehicles owned/under lease agreement may submit their quotation latest by 26th December.2018 before 3.00 P.M. addressed to. Director General and drop in the tender box kept in Administration Section on First Floor, National Gallery of Modern Art, New Delhi-110003.

- 2. The bid shall consist of two parts- Technical Bid and Price Bid. Both the bids are to be placed in two separate sealed envelopes (clearly superscribing "Technical Bid" and "Price Bid") which, in turn are to be placed in a one sealed cover. The bids of those parties whose Price Bid are not in a separate sealed cover or the rates quoted by them find mention in their Technical Bids shall be rejected summarily. The price bids of only those parties shall be opened, whose technical bids are found to be eligible while the disqualified bidder's price Bid shall be returned unopened.
- 3.An Earnest Money Deposit amounting to Rs. 15,000 (Rupees fifteen thousand only) in the form of Demand Draft/Pay Order drawn in favour of the Drawing & Disbursing Officer, National Gallery of Modern Art payable at New Delhi has to be enclosed with the Technical Bid, failing which, the Technical bid shall be rejected.
- 4. The envelope containing the bids must be superscribed "quotation for hiring of vehicles by National Gallery of Modern Art New Delhi" and should be dropped drop in the tender box kept in Administration Section on First Floor, National Gallery of Modern Art, New Delhi-110003 on or before the closing date.
- 5. The Technical bids shall be opened in Conference Room, National Gallery of Modern Art New Delhi on 27th December, 2018 at 11.00 am in the presence of one repetitive of each of the Bidders who wishes to be present. The price bid shall be opened after evolution of technical bid.
- 6. The rate for hiring of vehicles should be quoted for 2800 kms (for 10 hours a day, 26 days for 28 days month/28 days for 30 days months/ 29 days for 31 days month in a month) per month for vehicles of the required category including driver, all repairs and maintenance charges of vehicle, insurance, POL and also any other incidental expenses . Parking/Toll charges, if any, may be claimed by producing valid Parking/Toll slips along with monthly bills. The Tenderer should submit the proof of having necessary permits. Tender quoting rates for CNG driven vehicles shall also submit necessary permits/registration/fitness certificate issued by the appropriate authority allowing them to use CNG.
- 7. Tender document may be directly down-loaded from the National Gallery of Modern Art New Delhi website www.ngmaindia.gov.in and Central Public Procurement Portal website http://eprocure.gov.in

(Ritu Sharma) Director

FORMAT OF TECHINACL BID (For providing vehicles to NGMA on monthly hiring basis)

- 1. Name, address and telephone No.
- 2. Permanent Account No. (PAN)
- 3. Name and address of the Proprietor/Partner/ Directors & their PAN
- 4. NO. Of vehicles owned with documentary proof (copies of RC to be enclosed)
- 5. No of vehicles taken on lease (copy of lease agreement to be enclosed):
- 6. Past experience of providing commercial vehicles to Government Organizations/PSUs.
- 7. Yearly Turnover for the years: (Documents substantiating the claim should be enclosed)

Year	Annual Turn Over	Remarks
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Date:

Signature of Authorised Signatory

& Seal

Note: 1. All documents related to above information should be signed by the bidder

2. All pages of technical bid should be serially numbered.

PRICE BID

(For providing vehicles to NGMA on monthly hiring basis)

- 1. Name of the Agency:
- 2. Address & telephone No. Bidder:
- 3. The rate for hiring of vehicles should be quoted for 2800 kms (for 10 hours a day, 26 days for 28 days month/28 days for 30 days months/ 29 days for 31 days month in a month) per month for the vehicles as per the price bid format. Price quoted in any other format shall not be considered.

	Rate of vehicles to be hired on Monthly basis for 2800 kms. in a month	Honda City	Rate for Maruti Ciaz/ Honda City /Corola Altis or equivalent Category-A per car		Rate for Maruti Swift Dzire /Tata Indigo or equivalent Category-B per car		Rate for Maruti Swift /Tata Indica or equivalent Category-C per car	
		Model 2017	Model 2018	Model 2017	Mode I 2018	Model 2017	Model 2018	
		CNG	CNG	CNG	CN G	CNG	CNG	
- =	Per month (for 10 hours a day, 26 days for 28 days month/28 days for 30 days months/ 29 days for 31 days							
	For every extra kilo meter beyond 2800 kms.						-	
	For every extra hour beyond 10 hrs. Per days							

Note:

- 1. Rates should be quoted in both figures and words.
- 2. Service Tax extra as applicable.
- 3. The vendor shall have vehicles as per the policy of Delhi Government like odd-even numbers of C.N.G only or any other decision which is taken by it from time to time during the period of contract.
- 4. For the purpose of determination of the lowest bidder (LI), grant total of following rates shall be considered for each category of vehicles for monthly hiring-

Rates for 2800kms. Plus (b) charges for extra 500kms (beyond 2800kms0: plus (c) charges for extra 50 hrs. (beyond 10 hrs per day).

Signature of the bidder with date and office seal:

Terms and Conditions

The interested parties must be capable of providing vehicles on the following terms & conditions:-

- The vehicles to be provided to the Ministry on monthly hiring basis should be 2017 or latest model and should be white in colour. All The vehicles must have valid Commercial permits to run in the NCR region. The Tenderer should submit the proof of having necessary permits. Tender quoting rates for CNG driven vehicles shall also submit necessary permits/registration/fitness certificates issued by the appropriate authority.
- 2. The vehicle shall be at the disposal of NGMA at least for 6 days in a week (Monday to Saturday), however, the user officers may require vehicles on Sunday also and the contractor should be able to provide the earmarked vehicles on Sunday also.
- 3. In the case of any accident, all the claims (financial and legal) arising out of it shall be met by the service provider.
- 4. The vehicle will be kept neat and clean and in perfect running condition and provided with clean seat covers, curtains, perfume and tissue paper. All vehicles should have good upholstery. The Driver must observe all the etiquette and protocol while performing his duty. He must be neatly dressed, should wear proper uniform and must carry a mobile phone in working condition for which no separate payment shall be made by the Ministry.
- 5. If any vehicle goes out of order, the Service Provider shall provide a substitute, vehicle does not report in time or does not report at all, the NGMA/ user Officer would have a right to hire a vehicle from the market. The additional cost incurred in such cases by the NGMA/user Officer will be borne by the Service Provider.
- **6.** The annual turnover of the Bidder should be at least **Rs. 10 Lakhs for the last three financial years.**
- 7. The drivers should have valid driving license & the vehicles should be registered with the concerned authorities of Central/State Government. The drivers of the vehicles should be matured, well behaved, disciplined and familiar with Delhi roads and must follow traffic and other regulations prescribed by the Government from time to time.
- **8.** The firm shall ensure proper conduct of Drivers while on duty and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of paan/gutka/smoking/listening to music while driving.
- 9. The contract between the NGMA and the Service Provider can be cancelled by the Service Provider by giving prior notice of at least 45 days. The NGMA reserves the right to terminate the contract at any time or stage during the period of contract, by giving Seven days notice in writing without assigning any reason and without incurring any financial liability what so ever to the NGMA.

10. Penalty for breach of terms & conditions:

- (i) An amount @ Rs.100/- 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 or not obeying traffic rules or is found indiscipline/discourteous.
- (ii) An amount of Rs.1000/- per vehicle per occasion would be deducted from the monthly bill for absence of drivers from duty during extra hours.
- (iii) In case the Service Provider is unable to proved vehicle(s) on any particular day(s), an amount of Rs. 2000/- per vehicle per day shall be deducted from the monthly bill in addition to deduction of hiring charges on pro-rata basis.
- **11.** The Service Provider and drivers shall be bound to carry out the instruction of the NGMA as well of the Officers with whom the vehicles are assigned.

- 12. A daily record indicating time and mileage for each vehicle shall be maintained in a log book. The log book shall be got signed by the user Officer or his Personal Staff (PA/PS/PPS).
- **13.** Dedicated vehicles & drivers must be provided and changes will be allowed only in exceptional circumstances. The vehicle must be available at any time of the day, as desired by the user Officer concerned.
- 14. In the event of the award of the tender and prior to execution of the contract, the Service Provider shall be required to submit copies of the Registration Certificate & comprehensive Insurance Policies of the vehicles being offered for hire & particulars with photographs of the drivers dedicated to each vehicle. He shall also be required to produce the vehicles in the office of the undersigned for the physical verification/inspection.
- **15.** This contract will be effective initially for the duration of one year from the date singing the contract, unless terminated earlier as provided in clause No. 8 above. The contract may be extended for a further period of two years, on year to year basis, subject to mutual consent and satisfactory performance of the contractor.
- 16. An interest free refundable Performance Security Deposit equal to Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Bank Guarantee in favour of the Drawing & Disbursing Officer, National Gallery of Modern Art payable at New Delhi shall be submitted by the Service Provider at the time of the award of the contract. The Security Deposit shall be discharges after satisfactory completion of the contract period. If the Service Provides fail or neglects any of his obligations under the contract, it shall be lawful from NGMA to forfeit either whole or a part of Performance Security Deposit furnished by the bidder as compensation for any loss resulting from such failure. The Ministry may also blacklist to the Service Provider due to failure of service or major negligence in providing service or misbehaviour of driver and violation of any condition laid down in terms and conditions.
- **17.** Based on the lowest quotation, the rates of hiring the vehicles will be fixed. No request for revision of rates will be entertained, under any circumstances.
- **18.** Counting of distance will be from the starting point of the user Officer and closing at the point where the user Officer completes his/her journey. The distance covered in each way between reporting address and the garage/normal parking place will be allowed on actual basis or 8 kilometre, whichever is less.
- **19.** Counting of time will be from the starting point of the user Officer and closing at the point where the user Officer completes his/her journey. No mileage will be allowed to drivers for lunch/breakfast or for drawl of CNG etc.
- **20.** Duty hours of the vehicles shall be calculated on monthly accumulation basis counted in the manner prescribed in para 19 above.
- **21.** Total kilometre run by the vehicles shall also be calculated on monthly accumulation basis counted in the manner prescribed in para 18 above.
- **22.** The Service Provider shall not deploy vehicles hired by the NGMA for any other purpose or any other business during the validity of the contract.
- **23.** All Govt. Taxes/levies/duties for plying the vehicles in Delhi/NCR region will be borne by the Service Provider.
- **24.** The number of vehicles hired may increase or decrease by depending on actual requirement.
- **25.** The bid shall remain valid for 180 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by NGMA as non-responsive. A bidder accepting the request of NGMA for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

- 26. The Earnest Money Deposit (bid Security) may be forfeited:
 - (i) If bidder withdraws his bid during the period of bid validity;
 - (ii) If the successful bidder fails to sign contract or to furnish Performance Security Deposit;
 - (iii) The bid Security of unsuccessful Bidder will be discharged/returned as early as possible but not before finalisation of contract with the successful Bidder.
- 27. Bids for vehicles other than specified models shall be treated as no-responsive and rejected.
- 28. The Service Provider should abide by and comply with all statutory requirements and 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 their own cost.
- 29. The successful Tenderer shall required to execute an Agreement within 10 working days of being called upon on a Non-judicial Stamp Paper of Rs.100/- (Rupees one hundred only) at his own cost and in the form annexed hereto to the effect that tenderer and NGMA are bound by the terms & conditions of agreement which in turn, will be the same terms and conditions of the tender document.

30. Only white colour vehicle will be accepted.

Debarring Conditions:-

- (i) No vehicle should be supplied having registration in the name of employee of NGMA or their close relative.
- (ii) No sub-contracting of the Service allotted is permissible by NGMA. The near relatives of all NGMA employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tempering of meter reading, vehicle usage timings, overwriting of Summary/log sheet and misbehaviour of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) The Service Provider shall not engage any person below 21 years if age.

NGMA will not have obligation:-

- (i) Ministry of Environment, Forest & Climate change will have no liability whatsoever for payment of wages/salaries and other benefits and allowances to drivers engaged by Service Provider for vehicles to the NGMA that might become applicable under any Act or Order of the Government in this regard. The Service Provider shall indemnify NGMA 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 relevant sections of IPC and any loss caused to NGMA have to be suitably compensated by the Service Provider.
- (iii) NGMA not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) The Service Provider shall be the employer for his workers and NGMA will not be held responsible fully or partially for any dispute that may arise between the Service Provider and his workers.

Arbitration:-

In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole Arbitrator i.e. Secretary, NGMA or any other person appointed by him for this purpose. The award of the arbitrator shall be the final and binding on both the parties. Service Provider will have no objection in any such appointment that Arbitrator so appointed is an employee of NGMA 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 NGMA 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 provision of the arbitration and conciliation Act 1996, or any statutory modification or re-enactment thereof or any riles made thereof.

The venue of Arbitration proceeding shall be Office of MGMA at New Delhi or such other place as the Arbitration may decided.

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 rule made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

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

AGREEMENT

The agreement made on thisday of	(month)
(Year)between M/S	
shall unless excluded by or repugnant to the cor	herein after called "The Contractor" (which expression ntext, include its successor, heir, executors, administrative nal Gallery of Modern Art, Government of India, Jaipur House, IGMA, New Delhi, of other part.
in the NGMA, New Delhi on the terms and con New Delhi, (at the rates Rsper month+ app	to with the said NGMA, New Delhi, for providing the services of aditions herein contained and the rate approved by the NGMA, slicable taxes, levies, duties and cess etc. for the service of a necessary security deposits have been furnished in accordance no interest will be claimed on the Security Deposits.
Now these presents witness, it is hereby agreed and de	eclared by and between the parties to these presents as follows.
 (In words)	by such notice as is hereinafter mentioned, safely carryout, by ses, all other associated works as described in Bid documents, derstood by the contractor that the quantity of work mentioned ual requirements as demanded by exigencies of service. ents (Qualifying and Financial), letter intent, approved rates and s, drawings, work orders as may be found requisite to be given need to be included in the expression "The Agreement" or "The e number of with means & vehicles for transportation etc. hining the time prescribed in the work orders. connected with or in the employment of the NGMA, New Delhi,
Above written	
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Signature on behalf of NGMA, New Delhi Name: Designation Seal: Agreement signed in the presence of	Signature on behalf of Contractor Name: Designation Seal: Agreement signed in the presence of
Witness 1: Signature: Name: Witness: 2 Signature: Name: Name:	Witness 1: Signature: Name: Witness: 2 Signature:

Signature & seal of the Tenderer