

No. 20/24/2014-DGAD
Government of India
Ministry of Commerce & industry
Department of Commerce
Directorate General of Anti- Dumping & Allied Duties

4th floor, Jeevan Tara Building, New Delhi
Dated : 11 January, 2016

To

As per list

Subject: Hiring of Cars (AC) on monthly basis -reg.

Sir,

This Directorate proposes to hire transport agency for one year and extendable for another one year on satisfactory services for hiring economy and mid – size air-conditioned cars on monthly-basis. The number of cars to be hired is 6-8 on monthly basis. Interested parties may send their qualification bid (as per Annexure-I) and financial bid (as per Annexure-II) separately in sealed covers for the above mentioned cars to reach the DGAD office 4th Floor, Jeevan Tara Building, Parliament Street, New Delhi, latest by 11.00 AM on or before **25.01.2016**. Qualification Bid and Financial Bid of the Tender should be placed in separate sealed covers with the wording ‘Qualification Bid’ and ‘Financial Bid’ respectively superscribed on them. Please note that the Qualification Bid shall not include any financial information. Any Qualification Bids containing financial information shall be declared non-responsive and shall be disqualified. The tenderer shall designate the official mailing address, place, e-mail and telephone numbers to which all correspondence shall be sent by this Directorate. The quotations will be opened on the same day at 12:00 Noon, in the presence of those tenderers who desire to be present at the time.

2. Instruction to Tenderers

Before opening and evaluation of the financial proposals, tenderers are expected to meet the following qualification criteria, which would be a part of the qualification proposal. Tenderers failing to meet these criteria or not submitting requisite proof for supporting qualification criteria are liable to be rejected. The qualified tenderers would be examined with respect to the Evaluation criteria listed below:

Sl. No.	Criteria	Supporting Document	Meet Requirement (Y/N)
1.	The tenderer must be in business of providing taxis for more than 3 years and working out from office within the National Capital Region.	Undertaking from the tenderer in the specified format including proof of Service tax registration/ Income tax payment with PAN details as mentioned at Annexure-I.	

File

2.	The tenderer should have at least 6 drivers with vehicles registered in the name of the bidding agency/ partners and all such vehicles of 2013 model or thereafter.	Credentials in the specified format as mentioned at Annexure-I.	
3.	The tenderer should have provided minimum 5 numbers of vehicles to Ministries/ Central Govt. Directorates/ autonomous/ statutory central Delhi Government during the year 2014-15 to 2015-16 each for at least 6 months of each year.	Undertaking from the tenderer in the specified format as mentioned at Annexure-I.	
4.	The tenderers should have an office in NCR with sufficient number of telephones, mobile phone with each driver and a dedicated person to attend to requirement of the Directorate.	Undertaking from the tenderer in the specified format as mentioned at Annexure-I.	

3. Tenderers are requested to follow the format provided for each of the Forms Attached at Annexure to this document. Further, the Tenderer needs to ensure that all information requested has been provided. Non-compliance to these conditions could lead to disqualification of bids.

4. Examination of bids

4.1 The Directorate will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

4.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Tenderer does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

4.3 A bid determined as not substantially responsive will be rejected by the Directorate and may not subsequently be made responsive.

4.4 The Directorate may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer at its sole discretion without assigning any reason whatsoever.

4.5 When deemed necessary, the Directorate may seek clarifications on any aspect from the Tenderer. However, that would not entitle the Tenderer to change or cause any change in the substance of the bid submitted or price quoted.

5. Criteria for Evaluation of Bids

5.1 To meet the Directorate's requirements, as spelt out in the Tender, the selected Tenderer must have the requisite experience in providing services in the relevant fields specified for the entire period of the service agreed upon.

5.2 The evaluation process of the bid proposed to be adopted by the Directorate is indicated in following paras (6 and 7). The purpose of these paras is only to provide the tenderer an idea of the evaluation process that the Directorate may adopt. The Directorate reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Tenderer of any such change.

At any time during the process of evaluation, the Directorate may seek specific clarification from any or all Tenderer(s).

5.3 Besides other conditions and terms highlighted in tender document, bid may be rejected under following circumstances:

5.3.1. Qualification

- a) Incomplete bids that do not quote for the scope of work as indicated in the bidding documents.
- b) Bids providing information that are found to be incorrect/misleading at any stage/time during the tendering process.

5.3.2. **Financial**

- a) Bids made through telex/Fax/E-mail.
- b) Bids where prices are not firm during the entire duration of the services and / or without any qualification.
- c) Bids which do-not conform to Directorates price bid format.

5.3.3. Other

Bids that do-not confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this tender.

5.4 The evaluation would consist of following phases:-

- Phase I: Evaluation of Qualification Bids
- Phase II: Evaluation of Financial Bids

6. Phase I: Evaluation of Qualification bids

6.1 Qualification bid will be reviewed for compliance of the bids with the necessary qualification requirements and scope of work of this tender.

6.2 Qualification bid will thereafter be analyzed and evaluated based on specific experience of the tenderer and prior credentials of the tenderer as per criteria specified.

6.3 On the basis of information furnished in the Qualification Bid, tenderer will be qualified. The bids of tenderers, who do not qualify at this stage, will not be taken up for further evaluation.

7. Phase II: Evaluation of Financial bids

7.1.1 The Directorate would open Financial bids for each of the qualified bidders.

7.1.2 All the rates submitted by the agencies would be opened for each class and under **rate head (A,B, and C)**. The lowest rate in each of the above would then be recorded by this Directorate.

7.1.3 The lowest rate in each class and rate head would be called the **DGAD Rate**.

7.1.4 The Directorate notifies the successful Tenderer(s) that its bid has been accepted, the Directorate will send the Tenderer the terms and conditions of services. Within 2 days of receipt of the communication from the Directorate, the successful tenderer(s) shall sign and date the document received and return it to the Directorate.

8. The Scope of Work

8.1 The requirement of cars to be provided by the transport agencies will be Air conditioned cars along with a uniformed and licensed chauffeurs in the following categories:-

S.No.	Category	Class
1	Economy	Maruti Wagaon R, Hyundai Santro, Tata Indica, Ambassador, Toyota Liva
2	Midsize	Swift Dzire, Tata Indigo, Ford Ikon, Toyota Innova, Maruti SX4, Hyundai Accent, Honda City, Toyota Corolla, Chevrolet Optra, Toyota Etios, Maruti Ciaz, Ford Ecosport, Mahindra XUV-500

The requirement of cars could go up from the present need on monthly basis.

8.2 The hired agency is expected to deliver cars for monthly basis given an advance notice of minimum 1 day.

9. The terms and conditions of the above services will be as under:

9.1 Relationship between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Directorate and Agency. The Agency, subject to the terms and conditions of services, has complete charge of personnel and Sub-Agencies, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf.

9.2 Law Governing the terms and conditions of services

The terms and conditions of services laid down, its meaning and interpretation, and the relation between the parties shall be governed by the applicable laws of India.

9.3 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these terms and conditions of services by the Directorate or the Agency may be taken or executed by the officials.

9.4 Taxes and Duties

The Agency, Sub-Agencies and personnel shall be liable to pay such as direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

9.5 Fraud and Corruption

Definitions: It is the Directorate's policy that Directorate as well as Agency observes the highest standard of ethics during the execution of the terms and conditions of services. In pursuance of this policy, the Directorate defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a DGAD official in the selection process or in contract execution of terms and conditions of services;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or contract execution of terms and conditions of services;
- (iii) "collusive practices" means a scheme of arrangement between two or more agencies, with or without the knowledge of the Directorate, design to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of terms and conditions of services;

9.6 Suspension

The Directorate may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under these terms

and conditions of services, including the carrying out of the Services and/or adhering to performance standards previously agreed upon by the Directorate and the Agency, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension

9.7 Termination by the Directorate

A) Provided that the Directorate shall give a not less than Fifteen (15) days' written notice of termination to the Agency, the Directorate may terminate the contract of the Agency in the following circumstances;

(i) If the Agency fails to remedy a failure in the performance of its obligations within fifteen (15) days of receipt of such notice of suspension or within such further period as the Directorate may have subsequently approved in writing.

(ii) If the Agency becomes insolvent or goes into a liquidation or receivership whether compulsory or voluntary

(iii) If the Agency fails to comply with any final decision reached as a result of dispute settlement process laid down in clause 9.13.

(iv) If the agency, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing of the terms and conditions of the services.

(v) If the Agency submits to the Directorate a false statement which has a material effect on the rights, obligations or interests of the Directorate.

(vi) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Directorate.

(vii) If the agency fails to provide the quality services as envisaged under this Contract, Name, Designation responsible for workforce authorized to monitor the progress of the assignment, or any other person authorized to do so, may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.

B. If the Directorate, in its sole discretion and for any reason whatsoever, decides to terminate the Contracts, provided that the Directorate shall give a not less than Fifteen (15) days' written notice to termination stating the reasoning thereof.

9.8 Obligations of the Agency

a. Standard of performance

The Agency shall perform the services as per the scope of work (mentioned at para-8) of the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in the accordance with generally accepted professional standards and practices, and shall observe sound management practice, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to terms and conditions of services or to the services, as faithful adviser to the Directorate, and shall at all times support and safeguard the Employer's legitimate interests in any dealing with Sub-Agencies or Third Parties.

b. Conflict of interests

The Agency shall hold the Directorate's interests paramount, without any consideration for future work, and strictly avoid Conflict of interest with other assignments or their own corporate interests. If during the period of the service by Agency to the user, a Conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Directorate and seek its instructions.

c. Insurance to be taken out by the Agency

The Agency shall take out and maintain, and shall cause any Sub-Agencies to take out and maintain insurance, at their (or the Sub-Agencies', as the case may be) own cost and at the Directorate's request, shall provide evidence to the department showing that such insurance has been taken out and maintained and that all required premiums therefore have been paid.

d. Reporting Obligations

The Agency shall submit to the Directorate, all documents if necessary as part of Scope of work.

9.9 Removal and/or Replacement of Personnel

- (a) Except as the Directorate may otherwise agree, no changes shall be made in the personnel. If, for any reason beyond the reasonable control of the Agency, such as death, medical incapacity, among others, it becomes necessary to replace any of the personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.

- (b) If the Directorate (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agencies shall, at the Employer's request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Directorate.

9.10 Change in the Applicable Law Related to Taxes and Duties

If, after the date of the issue of the contract order, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases the services, then the conditions of services shall be increased or decreased accordingly and corresponding adjustments shall be made.

9.11 Payment of the Agency

Terms of Payment: The payment in respect of the services shall be made as follows:

- (a) The Agency may choose to raise the invoice on the last day of the month.
- (b) All payments would be made on the 20th day of the every month. These payments would be for the invoices raised in the previous bill.
- (c) The Agency will be required to attach duty slips / copy of logbook duly signed by the user / parking tickets / toll tax slips along with the bill.

9.12 Fairness and Good Faith

The Parties should undertake to act in good faith with respect to each other's right and to adopt all reasonable measures to ensure the realization of the objectives of this service.

9.13 Operation of the terms and conditions of services

The Party recognize that it is impractical to provide for every contingency which may arise during the life of the contract, and the Parties hereby agree that it is their intention that the services to provided by Agency shall operate fairly as between them, and without detriment to the Interest of either of them, and that, if during the tenure of service either Party believes that this agreed upon services operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. The decision of Additional Secretary and Designated Authority, DGAD would be final to settle the disputes.

Handwritten signature

9.14 Change orders or additional work

The Directorate may at any time, by a written order given to the "Agency", make changes within the existing General scope of the Contract. It is understood that any changes/modifications to the scope of work prior to approving the contract of agency will not constitute a change order.

9.15 Earnest money:- The tender/qualification bid must be accompanied by an Earnest money Deposit of Rs 50000/-(Rupees Fifty Thousand only)through demand draft in favour of DDO (CASH), Department of Commerce, New Delhi, which should be valid for a period of 90 days beyond the last date of submission of the tender. The EMD will be refunded to all the unsuccessful tenderers' after decision of awarding contract to selected agency. EMD will be forfeited in case successful tenderers fail to abide by the terms and conditions or refuse to undertake the agreed services.

9.16 The tender document must be filled in neatly and clearly. Incomplete or Conditional tenders will not be entertained;

9.17 The agency will not be allowed to withdraw his/her offer. EMD shall be forfeited at the risk of tenderer if agency fails to honour the offer agreed upon;

9.18 Any request for increase in quoted and / or accepted rates will not be entertained for any reason during the currency of the service.

9.19 The rates must be written in figure as well as in words. Erasing and overwriting in the rate quoted will make the tender void. All alteration in the rates should be signed in ink otherwise the quotation/ tender will not be considered.

9.20 Canvassing in any form is strictly prohibited and tender of the tenderer who resort to such activities will be summarily rejected;

9.21 The EMD shall be forfeited in case the firm does not fulfil/ produce the documents /Promises made before this Directorate or any committee constituted by this Directorate for this purpose.

9.22 Miscellaneous Provisions

a) Any failure or delay on the part of any party to exercise right or Power under the terms and conditions of services shall not operate as waiver thereof.

b) The Agency shall notify the Directorate of any material change in their Status, in particular, where such change would impact on performance of obligations under this Contract.

(c) The Agency shall at all times indemnify and keep indemnified the Directorate Against all claims/damages etc. for any infringement of any Intellectual property Rights (IPR) while providing its service under the Project.

(d) The agency shall at all times indemnify and Keep indemnified the Directorate Against any claims in respect of any damages or Compensation payable in Consequences of any

accident or injury sustained or suffered by its (the Agency's) Employees or agents or by any other third party resulting from or by action ,omission or operation conducted by or on behalf of the agency.

(e) The agency shall at all times indemnify and Keep indemnified the Directorate Against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agents, employed engaged or otherwise working for the Agency in respect of wages, salaries, remuneration, compensation or the like.

(f) All claims regarding indemnity shall survive the termination or expiry of the Service.

(g) It should be acknowledged and agreed by all parties that there is no representation of any type implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Agency for any engagement, service of employment in any capacity in any office of establishment of this Directorate.



(Rita Mahna)
Joint Director
Tel.: 23348652

Copy to:

1. NIC cell, Deptt. of Commerce, Udyog Bhawan with the request to upload the tender at the official website of Deptt. of Commerce as well as at eprocure.gov.in.
2. All the Ministries/Departments of Govt. of India with the request to give this Notice wide publicity amongst all the vendors, if any, already registered with them.

Annexure-I

Qualification Bid

From-1 **Tenderer (s)' profile**

From -2 **Format-A: certification for providing taxis since 3 years**

Format-B: For details of the registered vehicles

**Format-C: For certification for providing vehicles to a reputed
PSU /Public Ltd. Company**

Format-D: For providing detail of office within NCR

Paul

Form 1:

Tenderer (s)' Profile

Please provide the following information /documents:

▪ **Company information**

a) Name of the Tenderer (S):

b) Address of the Tenderer (S):

▪ **Contact person**

a) Name:

b) Designation:

c) E-Mail ID:

d) Telephone(with STD code):

e) Mobile No.:

f) Fax no(with STD code):

▪ **Registration Certificate**

a) Please provide with a document on Service tax, registration proof and Income Tax payment proof along with PAN details.

Handwritten signature

Form2

Format A: Certification for providing taxis since 3years

To,

The Under Secretary
Directorate General of Anti-Dumping & Allied Duties,
4th Floor, Jeevan Tara Building,Parliament Street,
New delhi-110001

Dear Sir,

This is to certify that (name of the Tenderer) is in the business of providing taxis for more than 3 years and is currently working from their respective office in the National Capital Region.

Thanking you,

(Signature and seal of the Tenderer}

Pradeep

Form-2

Format B: For details of the registered vehicles

Sl. No.	Type or Make of Vehicle	Vehicle Registration Number	Date of Registration of Vehicle	Company/Partner Name in which the Vehicle is Registered
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Sl. No.	Year of Issue of Driving License	Name of Driver
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(Signature and Seal of the Tenderer)

Handwritten signature

Form-2

Format C: Certificate for providing vehicles to Government Organization.

To,

The Under Secretary
Directorate General of Anti-Dumping & Allied Duties,
4th Floor, Jeevan Tara Building, Parliament Street,
New delhi-110001

Dear Sir,

This is to certify that (name of the Tenderer) has provided a minimum of 5 vehicle to a Government organization during each of the last two financial year (FY 2014-15 and FY 2015-16) each for at least six month of each year. The information of the organization to which vehicles were provided is given below:

Name of the Organization:

Contact Person:

Address & Contact detail:

Number of vehicle provided:

Thanking you,

(Signature and seal of the Tenderer)



Form-2

Format-D For providing details of office within NCR

To,

The Under Secretary
Directorate General of Anti-Dumping – Allied Duties
4th floor, Jeevan Tara Building, Parliament Street.
New Delhi – 110001

Dear Sir,

This is to certify that (*name of the Tenderer*) has an office within the National Capital Region with sufficient number of telephones, a mobile phone with each driver and a dedicated person to attend to requirement of this Directorate. Given below is the address of the National Capital Region office and the name of the dedicated person along with his/her contact details:

Address:

Name of Staff:
Contact Details:
Mobile:
Landline:
Fax:
Email ID:

Thanking you,

(Signature and Seal of the Tenderer)

Pro 16

Form-3

Financial Bid

1. In the table below, the bidders(s) would have to provide rates in INR (Indian Rupees) for each of the Class and Category mentioned.
2. All rates would include all taxes, fuel expenses, driver food and mobile phone bills. However these rates will not include the expense borne by the agency towards fines extended by State or Central Government on negligence of the driver, vehicle insurance, etc. These expenses will have to be borne by the agency itself.
3. The Directorate will reimburse the cost for the qualified agencies for the expenses related to toll tax and parking slips, if any, on submission of proofs/bills.
4. The Financial bid should clearly indicate the rate to be charged without any qualifications whatsoever. The tenderer should clearly outline any statutory surcharges that may be applicable such as government applicable taxes, duties, levies etc. However, should there be a reduction or increase in the applicable taxes during the tendering process or during execution of the services, Directorate/Tenderer reserves the right to negotiate the same.
5. Please refer to clause 7 for the criteria of evaluating Financial bid.

Category	Rates including all Taxes		
	Monthly (2600 Kms& 330 Hrs)	Cost per extra Km	Cost per extra Hr.
<u>Economy</u>	A	B	C
1) Maruti Wagor R			
2) Hyundai Santro			
3) Tata Indica			
4) Ambassador			
5) Toyota Liva			
<u>Midsized</u>			
1) Swift Dzire			
2) Tata Indigo			
3) Ford Ikon			
4) Toyota Innova			
5) Maruti SX4			
6) Hyundai Accent			
7) Honda City			
8) Toyota Corolla			
9) Chevrolet Optra			
10) Toyota Etios			

Category	Rates including all Taxes		
	Monthly (2600 Kms & 330 Hrs)	Cost per extra Km	Cost per extra Hr.
<u>Midsize</u>	A	B	C
11) Maruti Ciaz			
12) Ford Ecosport			
13) Mahindra XUV-500			

(Signature and Seal of the Tenderer)

Handwritten signature/initials