

PRESIDENCY UNIVERSITY  
86/1, COLLEGE STREET  
KOLKATA-700 073

Tender Notification No. PU/Car Hire/14-15/1(2)

Date: 14-10-2014

NOTICE INVITING BID FOR HIRING  
OF CAR WITH FULL TIME DRIVER

Sealed bids under two part systems are invited from reputed and experienced Kolkata based contractors for providing One Brand New Honda City (Model 1.5 S MT) or Equivalent Car ( Registered after October,2014) on monthly hire basis. Detailed of work including terms & conditions are given in the bid documents.

SCOPE OF THE WQ

Description	Tender .Document Fee	E.M.D.	Bid Closing Date & Time	Bid Opening Date & Time
Providing of one brand new Honda City (Model - 1.5 SMT) or Equivalent A/c. Car (Registered after October,2014) / with full time driver on monthly hire basis.	Rs.500/-	Rs. 10,000/-	23/10/2014 15.00 Hrs.	23/10/2014 16.00 Hrs.

PRE-QUALIFICATION CRITERIA: Intended bidders should fulfill the following Pre-Qualification Criteria.

1. The Bidder should have at least 8(Eight) years experience in work of similar nature preferably with Govt. /Public Sector or big reputed private sector companies.(Appropriate proof has to be attached ).
2. The Bidder should be owning and operating at least 5 cars in the name of Proprietor/Firm (Documentary evidence to be provided).
3. The Bidder must have Annual Turnover of not less than Rs. 5 (Five) Lakh for the preceding 2 years (Certificate of chartered accountant to be provided as Proof).
4. The Bidder should have a Permanent office in Kolkata with telephone and mobile connection (To provide documentary evidence).

INSTRUCTIONS TO TENDERER:

Offers are to be submitted in two part bid.

1. A) Part-I bid (Techno Commercial Bid) should contain the following:
  - a) Documentary Evidence as required in Pre-Qualification Criteria.
  - b) Earnest Money Deposit of Rs. 10,000/- by Demand Draft in favour of **Presidency University** payable at Kolkata.
  - c) Tender Fee of Rs.500/- by way of Demand Draft in favour of **Presidency University** payable at Kolkata.

- d) A copy of tender document duly signed and stamped by authorised signatory on all pages in token of acceptance of all terms and conditions of our tender.
- e) Bidder's Profile (Annexure-I) duly filled in and signed.

B) Part-II (**Price Bid**), **Annexure-II** should contain **Price only** without any precondition.

The Techno Commercial Bid (Part-I) and Price Bid (Part-II) should be kept in separate Sealed covers. These 2 envelopes with superscription of (a) **Techno Commercial Bid Part-I & (b) Price Bid Part-II** respectively should further be placed in another sealed envelope and duly superscribed with **Tender for Hiring of Car** & Opening date and be addressed to “ **The Finance Officer, Presidency University**, and to be dropped in the tender box kept at **the Purchase Cell at First Floor of Main Building on or before 15.00 hrs on 22-10-2014.**

- 2 Bid documents may be collected from the Finance Department at the above address on payment of fee of Rs.500/- by way of Demand Draft drawn in favour of Presidency University payable at Kolkata.
- 3. The University reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 4. **Delayed Offers:** Late and delayed offers will not be considered. Presidency University shall not be responsible for any postal delay.

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Registrar

## SPECIAL TERMS AND CONDITIONS:

1. The successful Bidder is required to provide the vehicle within 15 days after receiving the order.
2. In case of non-reporting of the vehicles the contractor shall provide replacement of an equally good vehicle immediately, failing which the University will treat the vehicle not on duty for the aforesaid period and will deduct from his bill at the rate of Rs.2000/- (Rupees Two thousand) per day for the absent period without prejudice to any other rights under the contract including termination and other consequences.
3. Car driver shall report at the place/time as instructed by the Officer-In-charge of the Presidency University.
4. Driver of the car shall be properly dressed and he should be having of good antecedents and must have valid driving license.
5. The bidder should have the capacity to supply 1/2 cars at a time in case of necessity.
6. Providing drivers, fuel, lubricant, maintenance of car, any statutory taxes, fees, insurance etc shall be responsibility of the successful bidders.
7. Parking fees and Toll taxes are initially to be paid by the bidder, which shall be reimbursed at the end of every month.
8. Presidency University will reimburse cost of petrol as per the prevailing market rate (to be substantiated by the contractor with proper proof) @ one liter per 10 K.M. run. Presidency University will also reimburse cost of Engine Oil as per the prevailing market rate (to be substantiated by the contractor with proper proof) @ one liter per 500 K.M. run.
9. Presidency University will pay overtime @ Rs.16/- per hr. beyond 12 hrs. of normal duty schedule each day.
10. Night Halt payment – Rs.100/- per night.
11. The car provided by the bidder shall be on the University duty on full time basis during the contract period. As and when any maintenance work is involved, an alternative vehicle of equivalent standard need to be provided by the bidder for temporary use.
12. The selected bidder will be required to provide Mobile Phone with local connectivity to the driver of the hired vehicle.
13. For vehicle provided on fixed monthly charges basis is to be in service/operation for 12 (Twelve) hours daily excluding Sundays and Holidays. The car shall operate as per instructions of Officer-in-Charge or his authorized representative or by the officer with whom the vehicle is attached/ put on exclusive duty.
14. The vehicle shall be kept in good running condition at all times by the contractor. The contractor at his own cost will arrange procurement of fuel, lubricants/ spares etc. Maintenance/ repair, frequent check up servicing, overhauling, payment of wage to driver, supply of uniform to driver and cleaning the cars etc, will be contractor's responsibilities and no claim, whatsoever on these accounts will be entertained at any time.
15. Contractor has to make his own arrangement for procurement of tyres & tubes, spare parts on account of repair etc. No resoled tyre will be allowed to fit in the car.
16. The contract includes provision of outstation duty as per requirement of the University.

17. The monthly rental shall be based on the market rate of petrol/ litre prevailing on the date of execution of the agreement/ issue of work order and this rate is to be specified in the agreement.
18. If the car is required by the University on Sunday/ holiday, the rate shall be charged on pro-rata basis (i.e. Monthly Rate / 26 = Rate for each Sunday / holiday).

#### **GENERAL TERMS AND CONDITIONS:**

1. **Validity:** The bid offer shall be valid for our acceptance for a period of 45 days from the date opening of the tender.
2. **Earnest Money Deposit:** Bidder shall submit Rs.10,000/- (Rupees Ten Thousand) only by way of DD favouring Presidency University, payable at Kolkata towards Earnest Money Deposit alongwith this Bid. However, EMD to unsuccessful bidders will be refunded immediately after finalisation of tender. No Interest is payable on EMD Amount.
3. **Security Deposit:** Successful bidder shall have to deposit an amount equivalent to 5% of one year's rental value quoted by the party by way of Demand Draft/ Banker's cheque from any commercial Bank favouring Presidency University, payable at Kolkata towards Security Deposit which shall be returned after successful completion of the contract. No interest is payable on **SD** amount. EMD of successful bidder will be refunded after deposit of Security Deposit amount.

The University reserves the right to forfeit the security deposit in case of breach of terms and conditions of the work order on the part of the contractor, and also in case the contractor fails to execute the job to the satisfaction of the Officer-in Charge. Any loss suffered by the University due to negligence of the contractor or his men or any other dues, penalty etc. will be recoverable from the security deposit. Decision of the Officer-in- Charge in this regard will be final and binding on the contractor. The security deposit will however be released within 1 (one) month after the successful completion of contract without any interest after necessary deduction, if any.

4. **Sub-contract** will not be allowed in part or whole under any circumstances.
5. **Security measure :** The tenderer will abide by the rules and regulations of the Security Regulations.
6. **Rates:** The quoted rates shall remain firm and fixed during the currency of the contract.
7. **Period of Contract:** The contract shall be valid for a maximum of 3 (three) years from the date of commencement of the work. During this contractual period any deviation of the terms and conditions shall not be entertained.
8. **TAXES/ INSURANCE/ PERMITS**
  - 8.1. All taxes and insurances presently in force or to be enforced in future by the Govt. during the contractual period in respect of the vehicle shall have to be paid/ borne entirely by the contractor.
  - 8.2. Contractor shall furnish to the Officer- in Charge the proof of payment of taxes, insurance etc. on a regular basis.
  - 8.3. Contractor shall have valid permit as per applicable statutory provisions.
  - 8.4. Contractor shall comply with all relevant rules and regulations of **Motor Vehicles Act** applicable at present and may be enforced from time to time in future. Any violation of the provisions of the said Act will be at his risk and cost and may lead to termination of the contract.

- 8.5. Driver driving the vehicle must have valid professional driving license as provided in the **MV Act** and should have at least 2 years experience and well conversant with the city of Kolkata.
- 8.6. During the contract period if the vehicle is seized or detained or requisitioned by the Govt. Authorities for non-compliance of the relevant Acts/ statutory provisions or for any other reason, whatsoever, penalty/ compensation as per **clause 2 of special terms and conditions** will be payable by the Contractor if the liability to provide for alternative vehicles is not fulfilled immediately. The contractor is also liable for any penalty and / or any consequence on account of traffic violence / accident etc.

## **9. APPLICABLE ACTS**

The successful tenderer will abide by all laws governing employment and safety of labor and particular the provisions of the Minimum Wages Act, 1856 and Workmen Compensation Act, 1948, Provident Fund Act, 1952, Motor Vehicles Act (WB), 1988 and other Acts as applicable from time to time. If any amount becomes payable by the University as a result of any claim application etc. in terms of the provisions of the said Act(s) and regulations and / or any other Act not specifically mentioned thereof, such amount shall be recovered from the successful bidder.

## **10. INDEMNITY**

The successful bidder will be liable to indemnify the University against any loss with regard to its property / interest / reputation while executing the work order.

## **11. MAINTENANCE OF VEHICLES AND LOG BOOK TO BE PROVIDED ON FIXED MONTHLY BASIS**

11.1 Log book should be maintained by the contractor to record the details of movement of vehicle which is to be countersigned by the Officer- in Charge or his authorized representative of the University.

11.2 Log Book shall have to be produced to the Officer- in Charge or his authorized representatives every day for verification.

## **12. VEHICLES TO BE PROVIDED IN PERFECTLY MINT AND GOOD RUNNING CONDITION**

## **13. TERMINATION OF CONTRACT**

In the event of any failure/ negligence from the part of the contractor the University reserves its right to terminate the contract either in full or in part at any time/ stay during the course of the contract by serving 2 (Two) months advance notice in writing.

## **14. BILLING AND PAYMENT**

Bill shall be made out in the name of Presidency University to be submitted once in every month. Payment shall be made by Presidency University within 15 days of receipt of bill provided it is in order and complete in all respect.

## **15. INSURANCE**

The Contractor at his own expenses shall ensure comprehensive insurance coverage for his vehicles, drivers and indemnify Presidency University from any liability whatsoever.

## **16. DEDUCTION OF TAX AT SOURCE (TDS)**

Income Tax and other taxes at the rates applicable from time to time shall be deducted from the bills of the Contract at the source, if any.

17. **FORCE MAJEURE:** As applicable under the law.

## 18. **ARBITRATION**

All questions, dispute or differences of any kind whatsoever arising out of or relating to the contract shall be referred by the parties to this contract within 30 days from the date of dispute for decision to the Sole Arbitrator who shall be the **Vice Chancellor or any person nominated by the Vice Chancellor on his/ her behalf**. In the event of such an Arbitrator to whom the matter is originally referred, is transferred or vacates his/her office by resignation/ superannuated or gets separated from the University for any reasons whatsoever, or otherwise or refused to act or is incapable of acting for any reasons whatsoever, the Vice Chancellor shall appoint another person to act as arbitrator in his/her place in accordance with the terms of this contract. Such, person shall be entitled to proceeds from the stage at which it was left by his / her predecessor.

There shall be no objection to such appointment that the Arbitrator appointed is an Officer of the University or that he / she had any occasion to deal with the matter to which this contract relates or that in the course of his /her duty as such officer he / she had expressed views on all or any of the matters in dispute or difference. No person other than the Vice Chancellor or his / her nominee can act as an Arbitrator. The venue of Arbitration shall be Presidency University, 86/1, College Street, Kolkata – 700 073.

The awards of the Arbitration shall be final and binding on the parties of this agreement.

Subject to the above, the provisions of Arbitration and Conciliation Act, 1996 and all of the rules/ and amendments there under and such other similar enactment for the time being in force and all statutory modification there of shall govern such Arbitration proceedings.

## 19. **JURISDICTION OF COURT:**

The contract shall be governed by the laws of India and subject to the exclusive jurisdiction of courts in **Kolkata** only.

## 20. **ACCOUNTABILITY:**

The contractor will be fully responsible for safe custody of Car/ Driver/ Materials.

**BIDDER'S PROFILE**

Tender Notification No PU/Car Hire/14-15/1(2) Dated 14-10-2014.for Hiring of Car with full time Driver on monthly Rental basis

1. Name & Address of the Firm/ Proprietor with Phone No./ Fax No./E-mail

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2. Status of the Firm \_\_\_\_\_  
(Proprietorship/Partnership/Company) Please furnish documents in support.
3. Certified copy of a Chartered Accountant regarding annual turnover of the Firm in 2013-14 & 2012-13.
4. Sales Tax/ Service Tax Registration No. \_\_\_\_\_  
(Please furnish a photocopy of the documents in support.)
5. Income Tax PAN No. \_\_\_\_\_  
(Please furnish a photocopy of the documents in support.)
6. Experience (in years) in work of similar nature (Appropriate proof to be provided)
7. No. of Cars owned / operated on hire (photocopy of Registration Certificates of cars to be provided)
8. List of major customers i.e. Govt./PSU/ Reputed Private sector Company  
(Please furnish a photocopy of the documents in support)

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9. Name(s) of contact person(s) and His/Her office /Residence Phone No. & Mobile Nos.

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10. Any other information useful for consideration.

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11. Names) person(s) authorize to sign documents on behalf of the bidder with specimen signature(s):-

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**I/We confirm that we have read the terms & conditions of the tender and that the information furnished above is correct to the best of my knowledge and I/We agree to comply with all conditions stipulated in the bid documents. I/We have furnished / attached all required documents along with this Technical Bid documents.**

**Signature of the Authorised Signatory of the Bidder**

**Full Name & Designation**

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**Sealed/ Rubber Stamp of the Firm.**

**Date:**  
**Place:**

ANNEXURE-II

**PRICE BID (PART-II)**

(To be submitted in separate Sealed Covered)

**Tender Notification No PU/Car Hire/14-15/1(2) Dated 14-10-2014.for Hiring of Car with full time Driver on monthly Rental basis**

Dear Sir,

I have understood that the University will reimburse the following:-

1. Petrol @ 1Liter for every 10 KM of run at prevailing market rate (appropriate proof to be provided by me).
2. Engine Oil @ 1Liter for every 500 KM of run at prevailing market rate (appropriate proof to be provided by me).
3. Normal duty hours will be 9.00 AM to 9.00 PM every day except Sundays & holidays.
4. Overtime @ Rs.16/- per hrs beyond the 12 hours duty every day.
5. Night Halt charges for outstation Rs. 100/- per night.

I/We hereby quote our Rate for providing BRAND NEW A/c car specified below, on full time monthly basis as per the terms & conditions of the contract.

<b>Brand &amp; Model of Car</b>	<b>Monthly Rental (Rs.)</b>
A/c Honda City Model: 1.5 S MT (Regd. After October 2014)  Or , (to specify the brand & model of equivalent car, Regd. After October 2014)  _____	

Thanking you,

Yours faithfully,

Date:

Place:

(Signature of authorized signatory)  
Seal of the Company/ Firm

- **Please note the car will be new from Showroom**

