



भारत सरकार **Government of India**
परमाणु ऊर्जा विभाग **Department of Atomic Energy**
अणुशक्ति भवन, छ. शि. म. मार्ग, मुम्बई
Anushakti Bhavan, C.S.M. Marg, Mumbai - 400 001.

Tender Notice No.8/1(1)/2018-SSS/414

Dated 03.05.2018

भारत के राष्ट्रपति की ओर से अवर सचिव (एसएसएस) परमाणु ऊर्जा विभाग द्वारा एक वर्ष की अवधि के लिए परमाणु ऊर्जा विभाग सचिवालय, मुंबई को मासिक/दैनिक/ट्रिप आधार पर वाहनों को उपलब्ध कराने के लिए मुंबई तथा इसके उपनगरी क्षेत्रों के प्राधिकृत फर्मों/ट्रैवल एजेंसीज से मुहरबंद निविदाएं आमंत्रित की जाती हैं।

Sealed tenders are invited on behalf of the President of India by Under Secretary(SSS), DAE from the authorized firms/travel agencies based in Mumbai and its Suburban area for providing vehicles on monthly/daily/trip basis to DAE Secretariat, Mumbai for a period of one year.

2. ठेके की अनुबंध एवं शर्तें तथा अन्य विवरण तथा निविदा प्रपत्र पऊवि की वेबसाइट www.dae.gov.in तथा www.dae.nic.in पर उपलब्ध है। संभावित विडर उपर्युक्त वेबसाइट से निःशुल्क में निविदा प्रपत्र दिनांक 16.05.2018 (1700) बजे तक डाउन लोड कर सकते हैं। निविदा शर्तों के संबंध में किसी प्रकार के स्पष्टीकरण के लिए कृपया अनुभाग अधिकारी (एसएसएस) से टेलीफोन नम्बर 22862702 पर संपर्क किया जा सकता है।

The terms and conditions and other details of the contract and the tender format are available on the DAE website: www.dae.gov.in and www.dae.nic.in. The prospective bidders can download the tender form from the website at free of cost upto 16.05.2018 (1700 hours). For any clarification on Tender conditions please contact Section Officer(SSS), DAE at Telephone No.22862702.

3. निविदा दिनांक 17.05.2018 को 1500 बजे तक प्राप्त की जाएंगी। अपूर्ण तथा/या बिना ईएमडी की निविदा तथा/या निर्धारित तिथि/समय के बाद प्राप्त होने वाली निविदा पर विचार नहीं किया जाएगा।

The tender shall be received upto 1500 hours on 17.05.2018 The tender received incomplete and/or without EMD and/or after due date/time shall not be considered.

Sd/-

अवर सचिव, भारत सरकार
Under Secretary to the Government of India

**विभागीय प्रयोग के लिए ट्रिस्ट एसी वाहनों को किराए पर लेने के
लिए अनुबंध एवं शर्तें
TERMS & CONDITIONS
FOR HIRING OF TOURIST AC VEHICLES FOR DEPARTMENTAL USE**

(I) सामान्य GENERAL

- (1) The Contract will be for hiring of 10 (Ten) "T" marked (White Colour) AC Tourist Cars **TOYOTA ETIOS / Tata Indigo (Diesel Model: Year of Manufacture: Not older than 01.01.2018)** along with drivers on monthly basis and local trips basis as per the requirement of Department of Atomic Energy for official use. The present requirement (monthly basis) is 10 (Ten) which may vary during the currency of the contract.
- (2) The requirement of Tourist Cars on any day will be normally for the duration of 12 hours i.e. from 8:00 AM to 8:00 PM. Other than this time, extra payment with regard to extra hours can be claimed.
- (3) The agency must have a minimum of 10 vehicles of same make not older than January, 2018 registered in its name in Maharashtra. A list of such vehicles with registration details should be attached with the bid. The list should also indicate the date of registration of the car. DAE may ask the agency to produce the original RCs for verification.
- (4) The agency must have a minimum of three years experience in supplying taxis to reputed private companies / Public Sector Companies / Banks / Central and State Government Departments. Proof of at least two contracts relating to supplying of taxi services to Central Government / State Governments / PSUs / Bank / reputed private firms in last three years along with attested copies of the supply of order be enclosed with the tender document.
- (5) The agency should have a minimum annual turnover of ₹50,00,000/- each year during last three financial years i.e., 2015-16, 2016-17 and 2017-18. A copy of turn over statement duly certified by the C.A. along with ITR must be enclosed with the tender document.
- (6) The period of Contract will be for one year i.e., from **June 01, 2018 to May 31, 2019**. If required the contract may be extended for a further period of one year based on satisfactory performance and on mutual agreement. The rates throughout the contract shall remain same and no claims whatsoever on account of increase in the rate of fuel and other actors such as statutory payments, minimum wages, etc., shall be entertained. It shall be the responsibility of the Contractor to bear such additional expenses. The Department reserves the right to curtail the period of contract or cancel the contract by giving the notice of one month. The Tenderer / Contractor may withdraw from the contract by giving 90 days of notice in writing to DAE with reasons for termination of contract.
- (7) In case of partnership firms, a copy of the partnership agreement, or General Power of Attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should be also be enclosed along with the tender.

- (8) Self-Certificate that the firm has not been blacklisted by any Central Government Department/Ministries/PSUs/Banks etc. should be enclosed.
- (9) The agency (not individual) should be registered with GST. Certified copy of the registration shall be attached with the Bid document.
- (10) The Contractor shall always keep the vehicles fit in all respects for operation in accordance with Motor Vehicles Act & Rules made thereunder by the States and existing laws as may be applicable and amended from time to time. Valid documents (Registration Certificate, Insurance Certificate, Tourist Permit, Fitness Certificate etc.) should be available in the contractor's vehicles at all the times with the driver during operation of the vehicle. Responsibility for any lapses in this regard shall be that of the Contractor.
- (11) **बयाना जमा Earnest Money Deposit (EMD):-** The tender should be accompanied with a Demand Draft of ₹84,000/- (Rupees Eighty Four Thousand only) towards EMD drawn in favour of the Pay and Accounts Officer, Department of Atomic Energy, Mumbai. Tenders received without EMD will not be entertained/considered. No interest will be paid on the EMD. EMD will be refunded to the unsuccessful tenderer within thirty days from the date of issue of work order to the successful tenderer.
- (12) **ईएमडी की जब्ती Forfeiture of EMD:-** The tenderer will not be allowed to withdraw the tender after the same is received in the Department. In case the tenderer withdraws from the process, the EMD will be forfeited.
- (13) **प्रतिभूति जमा/निष्पादन गारंटी Security Deposit (SD) / Performance Guarantee:**
- a) The successful Tenderer, on acceptance of letter of intent, shall within 15 days arrange to deposit an amount equal to 5% of the tendered and accepted value of the work as 'Performance Guarantee' in the form of Bank guarantee / Fixed deposit receipts of scheduled bank or in the form of Government Securities.
- b) Rest of the Security Deposit will be collected by deductions @ 2.5% of the gross amount of the running bill of the Tenderers till the total sum (along with the sum already deposited as Earnest Money if EMD is submitted in the form of Demand Draft) deducted will amount to 2.5% of the contract value of work. Alternatively, instead of deduction from running bill the said part of Security Deposit will also be accepted in the form of Governments Securities, Fixed Deposit Receipts of any Scheduled Bank alongwith Performance Guarantee. The Security Deposit shall be endorsed in favour of "Pay and Accounts Officer, DAE".
- c) If the successful Tenderer, fails to furnish the prescribed performance guarantee on or before stipulated dates of commencement, the President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if this successful tenderer, fails to commence work within the stipulated time, the President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolute.
- d) The Security Deposit / Performance Guarantee kept with DAE shall not bear any interest. However, on completion of the Agreement satisfactorily, the Security Deposit and Performance Guarantee will be refunded to the Agency within 60 days of the successful completion of contract on receipt of final clearance of all dues and statutory obligations.
- e) The Security Deposit and Performance Guarantee and EMD will be liable for forfeiture in case of premature termination of Contract by the Contractor without giving due notice, and/or in other

cases of termination by DAE for any reason amounting to breach of contract by the Tenderer or any other grave misconduct.

- f) DAE reserves the right to recover / adjust any amount which may be due from the Tenderer from their earnest money, security deposit, against any payment due to them from DAE.
- (14) The Tourist Cars should be comprehensively insured to cover the risk of injury to and loss of life of the passengers, driver(s) and third parties by law including damages to property belonging to them.
- (15) The Contractor shall provide a spare wheel and proper tools with each Tourist Car every time.
- (16) The Contractor shall not use re-treated tyres for the Tourist Car. He shall also observe the safety and maintenance provisions indicated in Motor Vehicle Act, 1988.
- (17) Contractor shall provide and maintain First Aid Box in each vehicle as per the prescribed norms.
- (18) Before implementation of the contract the Contractor shall produce the Tourist Cars for physical inspection by DAE authorities along with original RC books, Smart Cards, Insurance policies (comprehensive), Tourist Permit, Certificate of Fitness, PUCs, etc. for verification on the specified dates.
- (19) The contractor shall maintain the register of wages paid to the drivers and shall produce the same to Department of Atomic Energy or any statutory authorities for verification as and when called for.
- (20) The speedometer and kilometre recorder must be maintained at a high standard of accuracy. Any defect noticed by the Transport In-charge or his representative or any user shall have to be rectified forthwith by the Contractor.
- (21) The Contractor shall make the Tourist Cars available throughout the month, as and when required by the Department of Atomic Energy. However, if there is no requirement of the vehicle on holidays, the Contractor may carry out the maintenance of the tourist cars on those days with the prior permission of DAE. However, on demand through a telephonic communication of Department of Atomic Energy, the contractor shall provide the vehicle at any time during 24 hours of the day as per requirement. Authorised person of the Contractor shall be available in the office to receive the instruction from DAE on round the clock basis.
- (22) The Tourist Car should report for duty with sufficient fuel at least 3/4th of tank and sufficient money with the driver for paying Toll / Tax, Parking charges, wherever necessary.
- (23) The Contractor shall maintain the Tourist Car in absolute working condition. If any Tourist Car develops any defect while on duty, the Tourist Car will be closed at the actual speedometer reading and time at the same place and actual expenses incurred if any to complete the journey by the officers will be recovered from the Contractor's bill treating the alternate arrangement as having been made by the Contractor. The decision of DAE regarding actual expenses incurred will be final and binding on the Contractor and the Contractor shall not challenge the same.
- (24) The Contractor shall provide mobile telephone to the driver while on duty and shall furnish the list of mobile numbers.
- (25) The Contractor shall display sign marked "**ON GOVT. DUTY**" for making Tourist Cars conspicuously distinguishable even from distance while on DAE duty. The Contractor shall not display DAE sign board when the Tourist Cars are not on DAE duty.
- (26) The Contractor shall not carry passengers other than the employees authorized by DAE.

- (27) The Contractor shall provide **placard** for each vehicle for attending the officer at Airport & Railway Station.
- (28) Drivers deployed with the vehicle hired on monthly basis shall follow – all security regulations of the Department and also following instructions:
- a) The drivers shall carry valid Identity Cards issued by the Contractor and produce the same before the Security Officials on demand;
 - b) The Contractor shall verify the Characters & Antecedents of the drivers through local address proof issued by competent authorities such as ration card, driving licence, electricity bill, telephone bills, etc. The national of the drivers shall also needs due verification.
 - c) The Contractor at his own cost shall obtain immediately the Police Verification Certificates of the drivers deployed for the vehicles hired on monthly basis and submit the copies of the same to the Department. The drivers deployed for Casual / Local trips shall also have valid document(s) as per sub-paras (a) & (b) above.
 - d) Any other specific instruction by Security Officer, Anushakti Bhvan, DAE shall be adhered to by the Contractor and drivers from time to time.
- (29) The Cars shall be in a very good condition with clean interior and good upholstery and valid Pollution Under Control (PUC) Certificates. In case condition of the Car(s) is not found satisfactory, the same shall be returned for immediate replacement. The Contractor shall make available all the original documents in respect of the Registration, Incorporation, RC Books, Annual Turnover, PAN No., Service Registration, Insurance, etc. for verification.
- (30) The Contractor shall ensure that drivers employed have a valid Driving Licence and carry the same. The drivers should be reasonably educated, well behaved, well conversant with the traffic rules & regulations and city roads / routes. The drivers should be provided with proper uniform.
- (31) The Contractor shall have adequate number of telephones for contact round the clock. The Department can request for vehicle at short notice and the Contractor / Firm shall provide the same within such time on receipt of the Department's request in writing / over telephone, failing which the Department shall be at liberty to make alternative arrangement for hiring of vehicles at the cost of the Contractor / Firm.
- (32) The Contractor shall also agree to indemnify the Department against all losses and claims arising out of any negligence or misconduct on the part of the Contractor or his agent.
- (33) Department of Atomic Energy may need the vehicle to be hired, as per its requirements. The vehicles requisitioned by this Department, should reach the stipulated destinations located within Mumbai, within a maximum 30 minutes. It may be noted that the number of vehicles to be hired and number of days of hiring may vary depending upon the actual requirements.
- (34) The Contractor / Firm shall comply with all statutory enactments / provisions of the Government of Maharashtra in relation to services offered by them.
- (35) Driver allotted should not be changed without the prior permission of the respective user of the vehicle.
- (36) It shall be the responsibility of the driver of the vehicle to carry valid Insurance, RC Book, PUC, etc. at all times in respect of the concerned vehicle.
- (37) No advance payment will be paid by the Department. The billing will be done on a monthly basis and the bill shall be submitted by the Contractor by the first week of the following month. Bills older than 6 months will not be accepted. Payment of Taxes such as Service Taxes, shall be reimbursed based on documentary evidence, Payment will be made only for those duty slips which

have been signed by the officer / staff using the vehicle. It will be the responsibility of the driver to get the duty slip(s) signed by the concerned officer / staff on day-to-day basis. No payment shall be made for the unsigned duty slips. Duty slips should be complete in all respects in terms of Start kilometre, End kilometre, distance covered, time from DAE, time for closure of duty at DAE, places visited, etc. The Contractor shall make entry of Starting and Ending points with time, mileage covered which shall be certified on daily basis by the officer. The payment will be made by either by drawing cheque in favour of the firm or by clearance through ECS for which the NEFT Bank details shall be provided.

- (38) Income Tax, Surcharge, Education Cess and other statutory levies as applicable from time to time will be deducted at source from the service contract bills.
- (39) The Department of Atomic Energy shall be liable to pay the hiring charges only. Being the owner of the vehicles, any other liabilities shall be borne by the Contractor. If during the course of engagement of the vehicles to the services of the Department, any harm due to accidents, etc., is caused either to the vehicle or to the third party, the Department will not be responsible. Any liability arising out of such accident will be responsibility of the Contractor / Firm only. All incidental expenditure towards repair shall be borne by the Contractor.
- (40) The safety and security of the Departmental officers / users of the hired vehicle shall be the sole responsibility of the Contractor during their respective journey in the contractor's vehicle. Any injury or loss of life of the Department officer / user during the use of the contractor's vehicle, the Contractor shall be held responsible. Also any litigation / penalty / awards of Court of Law arising out due to such incidents shall be borne by the Contractor.
- (41) The journey to the destination and back shall be undertaken by the shortest route possible. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the Contractor / Firm to provide a replacement immediately, failing which alternative arrangement will be made by the Department and the cost thereof will be deducted from the Contractor's bill / Security Deposit.
- (42) For monthly hiring, mileage and time will start from the Pick-up point of the Officer / User and end at the destination / last dropping point after the duty of that particular day. The mileage / time from garage to the Pick-up point and final dropping point to garage will not be taken into account for making payment. However, local / daily / casual / trip-wise hiring, the Contractor / Firm can charge from garage to garage. Log books shall be maintained by the Drivers in his possession.
- (43) Toll Tax, Entry Tax and Parking Charges will borne by the Department of Atomic Energy on production of original receipts with signature of the User officer. However, if such payments are to be done on regular basis, the Contractor shall try to obtain monthly pass(s). The Toll charges for usage of Mumbai Port Road shall not be refunded.
- (44) The vehicles provided to Department of Atomic Energy shall fulfil all the norms prescribed by the Government of Maharashtra, Department of Transport for hired vehicles.
- (45) In case of dispute of any kind and in any respect whatsoever, the decision of the Competent Authority in Department of Atomic Energy shall be final and binding on the Contractor.
- (46) Disputes, if any, arising out of this contract shall be subject to the jurisdictions of the Courts in Mumbai only.

(II) गोपनीयता खण्ड CONFIDENTIALITY CLAUSES:

- (i) No party shall disclose any information to any third party, concerning the matters under this contract generally and in particular any information identified as "proprietary" in nature by the disclosing party shall be strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.
- (ii) Restricted information categories under Section 18 of the Atomic Energy Act 1962 and Official Secrets under Section 5 of the Official Secrets Act 1923: Any contravention of the above mentioned provisions by any contractor or the employee(s) of the Contractor would invite penal consequence under the aforesaid legislation.
- (iii) Prohibition against use of Department of Atomic Energy's name without permission for any publicity purpose: The Contractor or the employees engaged by the contractor shall not use Department of Atomic Energy's name for any publicity purpose through any public media like Press, TV, Radio or Internet without the prior written approval of the Department of Atomic Energy.

(III) संरक्षा एवं सुरक्षा SAFETY & SECURITY:

- (1) The Contractor shall ensure that the drivers do not carry any inflammable / contraband material in the Tourist Car.
- (2) The driver of the tourist car should follow the traffic rules prominently and shall not be under influence of alcohol or any narcotics while on duty.
- (3) The Contractor shall make his own arrangement for parking the tourist Car after closing the duties. No parking will be allowed in the premises of Department of Atomic Energy after closing the duties.
- (4) The contractor shall always abide by the rules and regulations of Department of Atomic Energy pertaining to security and safety.
- (5) The contractor shall be responsible for the safety and security of his vehicle.
- (6) The contractor shall be responsible for any damages to the Tourist car or any death or injury to the driver or any other person travelling in the vehicle in case of any accident.

(IV) दण्ड PENALTIES:

- (1) If the vehicle is unable to report for duty at given time and failed the duty, the vehicle will not be accepted for duty and will be treated as "Absent" on that day and penalty of ₹3,000/- will be imposed and recovered from the Contractor's bill. Besides, action for termination of the contract can be initiated.
- (2) If any complaint is received about the late reporting of the vehicle, a penalty of ₹500/- for each 10 minutes, will be imposed and recovered from the Contractor's bill.
- (3) If the driver refuses to perform the duty due to non-availability of sufficient fuel in the vehicle, money to pay the toll tax / parking charges or for any other reason, a penalty of ₹500/- for each such incident will be imposed and recovered from the Contractor's bill.

- (4) In case, the Contractor fails to provide Tourist car engaged on monthly basis on any day(s) due to some unforeseen reasons, he may provide a suitable **substitute Tourist car of similar model**. If the substitute car is likely to continue for more than a week, the contractor shall take prior permission of Department of Atomic Energy. If the Contractor fails to provide a substitute vehicle of similar model, on any day it will be treated that the Tourist Car is "Absent" on that day(s) and a penalty of ₹3,000/- (Rupees Three Thousand only) per day will be imposed and recovered from the Contractor's bill.

Improper entries, overwriting, rubbing, correction in the log book/sheet without attestation by the concerned officer will not be considered for payment.

The sealed tenders with required enclosure including EMD should be reached to Under Secretary, Secretariat Support Section, Anushakti Bhavan, C.S.M. Marg, Mumbai - 400 001 latest by 17.05.2018 (1500 hours). The envelope should be superscribed as "Quotation for providing vehicles on monthly/daily/trip basis to DAE Secretariat, Mumbai". The parties can make hand delivery of the tender at the above address before the due date/time. The quotations will be opened at 1530 hours on 17.05.2018. Interested parties, with prior permission, can be present while opening the quotations.

Sd/-

(अशोक बी. गेरीरा Ashok B. Gerira)

अवर सचिव, भारत सरकार

Under Secretary to Government of India

**FORMAT FOR SUBMITTING
THE TENDER DOCUMENT FOR HIRING OF TOURIST CARs
IN THE DEPARTMENT OF ATOMIC ENERGY
(Ref. DAE's NIT No. _____ dated _____)**

ON MONTHLY BASIS

- No. of Tourist Cars required : 10 (Ten)
- Year of Manufacture: Not older than 01.01.2018
- KMs run per month : 1,500 per Car
- Monthly payment will be calculated based on average run of 10 Cars i.e., 1,500 Kms x 10 Cars = 15,000 Kms. Rate for extra KMs, beyond 15,000 Kms in a month, will be paid at actuals.

S. No.	Type of Vehicle & Colour	Rate in ₹ 12 hrs per day (Monday to Sunday) 8 AM to 8 PM)	Rate in ₹ For Extra KM	Rate in ₹ For Extra Hour
1	TATA INDIGO (DIESEL) WHITE COLOUR AIR CONDITONED (AC)			
2	TOYOTA ETIOS BASIC MODEL (DIESEL) WHITE COLOUR AIR CONDITIONED (AC)			

ON CASUAL BASIS

(Rate in ₹)

S. No.	Type of Vehicle	50 KMS / 4 HRS	80 KMS / 8 HRS	100 KMS / 12 HRS	Rate for Extra KMs	Rate for Extra HRs
1	TATA INDIGO					
2	TOYOTA ETIOS (AC)					
3	INNOVA (AC)					
4	HONDA CITY (AC)					

ON OUTSTATION DUTY

(Rate in ₹)

S. No.	Type of Vehicle	Minimum 200 KMS	Rate for Extra KMs	Rate for Extra hrs beyond 2400 hrs.	Driver's Food Allowance	Driver's Night Allowance
1	TOYOTA ETIOS (AC)					
2	INNOVA (AC)					
3	HONDA CITY (AC)					

Sign & Seal of the Contractor

अनुलग्नक Annexure-III

Format of Tender (to be filled in letterhead)

1	Name and address of the firm/agency		
2	Telephone No.		
3	Year of registration/ incorporation certificate to be enclosed		
4	Total Number of owned vehicles registered on or after 01.01.2018.	AC	
		Non-AC	
5	Annual Turnover (proof shall be produced on demand)		
6	PAN No.		
7	GST Registration No.		
8	Details of presently holding contracts with Govt/PSUs/Banks		
9	Details of EMD enclosed.	DD No.	dt. for ₹.
		Payable at -	
10	Authorised person of the company with telephone/mobile number		
11	Any other information		

Place :

Date :

(Name & signature of
the authorised person)