



## **NOTICE INVITING QUOTATION FOR HIRING OF VEHICLE FOR MMTC**

Ref No. MMTC/BBSR/ADMN/ HV/Duburi/2017

Dated 09/05/2017

MMTC Limited is a Govt. of India Enterprises under Ministry of Commerce & Industry; Sealed tenders (in prescribed format) are invited for hiring of vehicles with driver from service providers, for use by MMTC CELL, Duburi under its Regional Office, Bhubaneswar for the duration of one year from the date of contract.

Types of vehicle to be hired:

S.No.	Type of Vehicle	Term of use	Number of vehicle required
1	TATA Indigo AC, Purchased after December-2015	30-31 days a month @ 12 Hrs perday, Maximum of 2000 Kms. (Including Saturday/Sundays and other holidays )	01(One)

The detailed terms and conditions is given hereunder in para 1.1 and 1.2. Any enquiry/details regarding the work, and terms and conditions can be obtained from MMTC on any working day during office hours on or before 24<sup>th</sup> May 2017 up to 12.00 hrs.

Last date for submission/receipt of tender(s) is **24<sup>th</sup> May 2017 at 15:00 Hrs.**, which will be opened by the Tender Committee in the presence of tenderers or their authorized representatives on the next day i.e. **24<sup>th</sup> May 2017 at 15:30 Hrs.** in the office of MMTC

Reputed and interested firms may download the bid format from MMTC website ; ***mmtclimited.com*** or govt web site; ***eprocure.gov.in*** and send in their response to:

General Manager  
MMTC Limited  
Regional Office  
Saheed Nagar, Bhubaneswar-751007  
Tel: 06374-2545557  
Fax: 0674- 2546847  
E-mail : mmtcbbsr@mmtclimited.com

The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

The tenders/quotations received unsigned/incomplete and/or filed after the said due date shall be summarily rejected. The parties who wish to be present at the time of opening of Tender/Quotation may represent themselves or authorize their representatives with an authority letter. MMTC reserves the right to accept or reject any or all tenders without assigning any reason thereof.

### **1.1 Terms and Condition**

1. Separate sealed Technical and Financial Bids in the different envelopes should be kept together in a single sealed envelope and super-scribed with "Tender for Hiring of Vehicle on Monthly Basis". The separate technical and financial bids should be clearly marked "Technical Bid" and "Financial Bid", strictly in the enclosed proforma as the case may be.
2. Tender will be opened on **24<sup>th</sup> May 2017 at 15:30** hours in the office of MMTC, before the tender committee and tenderers, if available.
3. The contract shall be valid for an initial period starting from date of approval till one year, subject to clause (18) of these terms and conditions and extendable up to one year at a time.
4. There will not be any limitation of minimum or maximum running Km of vehicle on day-to-day basis. The maximum Km can be utilized in any manner on monthly basis by MMTC
5. Security deposit equivalent to one month's bill charges shall be deposited by the successful bidder(L-1 bidder) based on letter of acceptance issued by MMTC.
6. In case vehicle provided is not found satisfactory, the same shall be returned for immediate replacement. In case no replacement is provided in time, MMTC would
7. have a right to hire a vehicle from the market and the additional cost incurred by this office will be borne by the Transport Operator.
8. MMTC, shall be liable to pay the hiring charges as per the agreement only. Contract charges include monthly charges of driver, repair and maintenance of vehicle, insurance, petrol, diesel, oil, road tax, RTO charges, Municipal tax, work contract tax, license fee, registration charges, etc [except Service tax] and any other incidental expenses. However, toll and parking charges will be reimbursed on monthly basis on production of bills to MMTC
9. The validity of tender shall be 60 days from the date of the opening of tender..

10. Agreed rate as per agreement will not be revised during the agreement period.
11. The vehicle will be kept neat and clean and in perfect running condition with shining body and clean interior with good upholstery by the transport operator.
12. In case vehicle provided is not found satisfactory, the same shall be returned for immediate replacement. In case no replacement is provided in time, MMTC would have a right to hire a vehicle from the market and the additional cost incurred by this office will be borne by the Transport Operator.
13. Generally, Vehicle should be utilized during the period from 09:00 hours to 21:00 hours; however, the vehicle will be utilized for preventive work or in case of urgency, continuously without any time limit. The vehicle must be available at any time on any day as desired by the officers of MMTC. The vehicle and the driver should not be changed unless requested by MMTC.
14. The Transport Operator would ensure that the drivers employed have valid driving license. The vehicle should be registered with the concerned authority of Central/State Govt. The Transport operator shall provide a certificate to this effect. The driver of the vehicle provided must follow traffic rules and other regulations prescribed by the Govt. from time to time. The driver should be able to communicate and write in English.
15. The Transport Operator should have an adequate number of telephones or contact numbers round the clock. The driver shall be neatly dressed, shall observe all the etiquette and protocol while performing the duty and, should must carry a mobile phone in working condition, for which no separate payment shall be made. Driver should be familiar with local routes and destinations.
16. The Vehicle should be kept with sufficient stock of fuel. However, in case of any emergency, if any officer pays for refuel/repair, the same should be reimbursed by the Transport Operator on production of the bill. The vehicle should be equipped with fire extinguisher. The driver should keep one English newspaper/package drinking water/tissue paper in the vehicle.
17. As regard vehicle timings, the Transport Operator will not pass on the instructions directly to the driver concerned. All the instructions should be routed through MMTC.
18. If any of the terms & conditions (1) to (24) above is not found fulfilled during the period of agreement, MMTC reserve the right to discontinue the contract without assigning any reasons thereof.

19. TDS and other taxes shall be deducted as per statutory compliance.
20. MMTC will do physical verification of vehicles before entering into the contract. Also, MMTC will interact with drivers for general awareness and knowledge about common routes in Bhubaneswar/Cuttack/Puri/Paradip.
21. MMTC is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
22. In case of any dispute of any kind and in any respect whatsoever, the decision of MMTC shall be final and binding on Transport Operator.
23. A daily record indicating time and mileage for each vehicle shall be maintained in a log book and log book shall be submitted to MMTC regularly for scrutiny.
24. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the Transport Operator to provide a substitute vehicle immediately. In case, the substitute vehicle does not report on time/does not report at all, MMTC would have the right to hire a vehicle from the market and the additional cost incurred by the customer will be borne by the Transport Operator.
25. The following policies shall also form the part of the agreement.

**25. (I) Fraud Prevention Policy ;**

**Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

- a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC's employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.
- b. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-

submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

e. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

**f. Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.

**(g) Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

## **II. Holiday- Listing Clause:**

"Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force."

**III. Public Procurement Policy for Micro and Small Enterprises(MSEs) order,2012 dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises.**

## **1.2 Pre-qualification requirements for award of contract for 'Hiring of Vehicles'**

The minimum qualification criteria for service provider are as under:

1. The Transport Service Provider must be a sole proprietary concern, a partnership concern or a company. It should be registered with the Registrar of Firms/Registrar of Companies, wherever applicable;
2. The Transport Service Provider must be in existence for the last three years;
3. The Transport Service Provider should be an income-tax assessee having filed its income-tax return for the last three assessment years, until AY 2015-16;
4. The Transport Service Provider should have executed similar assignments for Government/ Multi-National Companies (MNCs)/Large Private Sector Corporate and Business Process Outsourcing organizations (BPO) and should have at least 10 vehicles registered in the name of the business firm.

**(TECHNICAL BID)****To be submitted in a separate sealed envelope subscribing “Technical Bid”**

	Name of the Organization/ Firms with full address with pin code, Phone No, Fax No, email etc.	
	Name of all the Proprietor / Partners / Directors(Attach Certificate of Incorporation)	
	PAN, VAT, CST Numbers and Service Tax registration copies	
	Income tax return for last three years	
	List of organizations where the Service Provider is currently providing services. (Please attach the job order/service certificate for at least 3 firms)	
	List of vehicles registered in the name of the business firm (list minimum 10 pool vehicles)	
	Copies of vehicle Registration	
	Certificate/Insurance cover as per Motor Vehicles Act and any other permit and relevant	
	14. Documentation needed to operate Private Service Vehicles in Bhubaneswar, and Cuttack ,Puri and Paradip. (Specifically for the vehicles to be provided to MMTC)	
	Name of the proposed drivers with copy of driving license and recent passport size	
	photograph (Specifically those driver deployed to MMTC)	
	Any other information to be considered	

Signature of Authorized person with date

**Undertaking on the cover letter of the firm/agency**

1. I/We undertake that I/We have carefully studied all the terms and conditions of contract as indicated in para 1.1 and 1.2 and understood the parameters of the proposed work and shall abide by them.
2. I/We further undertake that the information given in this tender are true and correct in all respect.

Signature of Authorized person with date Name  
& full address with Telephone No: Office:

Fax.No:

Email:

Signature of Authorized person with date



(FINANCIAL BID)  
PROFORMA FOR QUOTING RATES

To be submitted in a separate sealed envelope subscribing öFINANCIAL BIDö

S.No.	Category	Rates (in Rs. ) per month with Driver and other charges	Extra Km charges in Rs./Km
1	TATA Indigo AC Purchased after December 2015( <b>For a month subject to a maximum of 2000 Km</b> )		
2	Service Tax as applicable		
3	Any other information to be considered.		

Signature of Authorized person with date: \_\_\_\_\_

Name & full address: \_\_\_\_\_

Telephone No: Office: Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Seal: \_\_\_\_\_