

UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED

Name of the Bid: Bid for Empanelment / Appointment of Car Hiring Agencies/ contractors

General Information

UTI Infrastructure Technology And Services Limited (UTIITSL) advertises regarding tenders/ invitation to bids/ invitation of Expression of Interest and other information on the website regularly. We request you to visit the website www.utiitsl.com daily for updates and download the details and respond to the tenders on a regular basis.

The Tender documents can be downloaded free of cost from the website www.utiitsl.com.

Any information to the bidders on these tenders/ invitation to bids/ invitation of expression of interest and any other information will be uploaded on this website only.

Similarly, any corrigendum's or extension of dates or change in specifications or any other information will be uploaded for the information of the public on this website only. No individual letters / emails are sent regarding this.

The tender document consists of 3 parts:

I) General Conditions

II) Special Conditions

III) Bid Form

Signature of the Bidder

PART - I

General Conditions

1. **Name of the Bid:** Empanelment/ Appointment of Agencies / Contractor for Hiring of **Air Conditioned Car** for the use of UTI-ITSL and or their clients (PSU, Governments, Banks, Insurance sector etc)

2. **Important Dates: Last Date of receipt of sealed tender bids:** The last date of receipt of sealed tender bids is upto **3:00 pm on 21st April, 2015**. After this time, no bids will be accepted. **Date of opening of the tender bids:** The tenders will be opened on the same day i.e. the last date of the receipt of the tenders at 3:30 pm at the venue where the tenders are received. All the bidders are invited for the tender opening. In case, if due to a holiday or an emergency or due to some extra ordinary reasons, if the tenders remain unopened on this date, then, the tenders would be opened on the next working day at the same time and at the same venue.

2A Pre-bid Meeting : The Pre-bid Meetings for this would be held on **7th April, 2015 at 11.00 am**

The queries should be address to the person to whom the tender has to be submitted as given below. However, all queries should be addressed to the email id Prabhakar.danane@utiitsl.com. No telephonic discussion or personal meeting would be entertained.

3. **Name and Address for the submission of the bids:** The bids should be addressed to "Assistant Vice President (Admin), UTI Infrastructure Technology And Services Ltd, Plot 3, Sector 11, CBD Belapur, Navi Mumbai 400614" and deposited in the specified Tender Box at this address by the due date and time.

4. **Superscription:** The envelope containing the tender must be superscribed as "**Bid for Hiring of Air conditioned vehicles.**"

If the tender is not superscribed then there are chances of accidental opening and for liable rejection of the tender, therefore it is advised that the tender be superscribed as above and deposited in the tender box kept for the purpose at the address given.

5. **Earnest Money Deposit (EMD):** The tender should be accompanied by a Demand Draft / Pay Order as Earnest Money Deposit (non-interest bearing) of Rs.5,000/-(Rupees Five Thousand Only)

The Earnest Money Deposit should be paid by way of Demand Draft/ Pay Order in favour of "UTI Infrastructure Technology And Services Ltd,

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Mumbai”.

For unsuccessful bidders, the same instrument may be returned without encashing. However, the EMD of successful bidder will be returned on the receipt of a Bank Guarantee as specified by UTIITSL either through the same instrument or through the cheque issued in their favour by UTIITSL.

If the EMD in the form of DD / Pay Order is to be placed in a specified envelope, and if the EMD is enclosed in the envelope other than the specified envelope or enclosed along with Price Bid, the bid will be considered valid only if the requisite amount of EMD is found in the form of Demand Draft / Pay Order.

If the EMD is not enclosed then UTIITSL reserves the right to reject the bid.

The EMD may be forfeited if the bidder fails to honour the terms and conditions of work order placed on the basis of the tenders or does not start the work or does not supply the goods or does not render the services, or fails to provide the requisite Bank Guarantee or fails to enter into an agreement, as the case may be, which in the opinion of UTIITSL may delay or adversely affect the contract.

6. **Bank Guarantee:** For successful bidder/s a Bank guarantee of appropriate amount as decided by UTIITSL will have to be given by the bidder at the time and date specified by UTIITSL. The EMD would be returned thereafter.
7. **Tender fee :** A non refundable Tender fee of Rs.500.00 (five hundred only to be deposited in the form of DD by way of Demand Draft/ Pay Order in favour of “UTI Infrastructure Technology And Services Ltd, Mumbai
8. **Validity of the bids:** Generally, the bids will be valid for a period of ninety days (90 days) from the date of opening of the financial bid for acceptance, subject to increase in the validity of rates by mutual consent. However, in case of rate contract, the rates will be valid for a period of minimum one year, extendable by mutual consent for one more year. The agreement which would be entered into with the bidder / vendor or the work order which would be issued to the bidder / vendor would define the validity of the rates more specifically and that would be overriding this clause. In case of rate contract, the Purchase Order will be issued as and when the requirement arises.
9. **Authorized Signatory:** The bid can be forwarded by bidder or bidder’s representative. Representative will have to enclose the Letter of

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Authority/ the Power of Attorney along with this offer or when demanded by UTI ITSL, otherwise the offer is liable to be considered null and void at any stage as per the decision of UTI ITSL.

10. **Conditions for tenders sent by post/courier:** The tenders may also be sent by post/courier to reach before the scheduled date and time as indicated above. The following are essential conditions to be followed for the tender sent by post, failing which the tender may not be opened and not considered or may be treated invalid:
- A. Tender should be preferably sent by Speed Post or Registered Post if it is not possible to deposit the tender in the specified Tender Box.
 - B. Tender should be sent only to the address as given above in the name of the person / designation specified.
 - C. Acknowledgement will be given to Department of Post only for tender sent by Speed Post and Registered Post.
 - D. Tender should be superscribed as advised above. The tenderer has to necessarily superscribe the envelope, failing which the tender may not be considered and may remain unopened, or be opened with some other tender or may be accidentally opened before due date rendering it to be treated invalid as per the discretion of UTI ITSL.
 - E. UTI ITSL takes no responsibility for any tender not reaching in time.
 - F. UTI ITSL takes no responsibility for tender not reaching at all.
 - G. UTI ITSL takes no responsibility for tenders received in torn, opened or mutilated conditions. Such tenders may not be accepted at all and are liable for rejection.
 - H. In case of tenders sent by post or any other mode, if it reaches the address given for submission, duly superscribed, then the role of UTI ITSL is limited and restricted to put it in the appropriate tender box if the aforesaid tenders are received in time as stipulated in the conditions laid out.
 - I. It is, therefore, advised that prospective bidders should deposit the tender directly in the tender box to avoid any delay in submission of the tender or to avoid any tearing / accidental opening during sending by post. Tenders, which are not super scribed or which are not addressed properly, are liable to be not considered.
11. **Taxes, Cess, Duty, VAT, Excise, Sales Tax, WCT, Service Tax and other taxes:** The bid should be inclusive of all the applicable taxes, Cess, service tax (as per the existing Reverse Charge Mechanism wherever applicable) and any other outgoing payable to any authority. The rates should be inclusive of any other present or future outgo (for the period of contract) by whatever name called. The Service Tax, GST, if applicable now, or if made applicable in future, would be on account of the bidder/vendor. TDS as applicable will be deducted by UTI ITSL.
12. **Central Excise:** Only in case of the applicability of the excise duty, the

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bidder/ vendor merely by filling the tender form confirms that the payment to the central excise would be on his account and that if required under the applicable government law, they would get registered with Central Excise. Merely by filling in this tender, the bidder indemnifies UTI ITSL of any liability from Central Excise by virtue of this contract coming into force.

13. **Insurance:** The insurance for the work carried out upto the stage of handover or insurance for the goods to be supplied upto the stage of handover and the requisite insurance policy as required by law for the personnel involved in the services to be rendered would have to be necessarily be taken by the bidder. In addition to this, the bidder should take insurance for any liability towards Third Party. Merely by filling in this tender, the bidder indemnifies UTIITSL of any liability on the part of UTIITSL.

UTIITSL may at its discretion take insurance policy and deduct the amount from the payment to the bidder/vendor. However, this does not absolve the bidder of his responsibility of not taking the requisite insurance policy as required. To clarify, the bidder is responsible for taking the insurance policy and is also responsible for the consequences of not taking it.

14. The liability of the work carried out or the goods supplied would remain with the bidder / vendor till such time UTIITSL takes possession of the work / goods in writing. The bidder / vendor would be responsible for any loss before taking over by UTIITSL.
15. **Safety Norms:** The bidder hereby undertakes to follow all the safety norms as specified in the law for the assignment awarded to him through this tender. The bidder, merely by filling in this tender, indemnifies UTIITSL of any consequences due to non-adherence of the safety norms as prescribed by the law. It is also clarified that any order, whether verbal or written, given by any official / representative of UTIITSL, would not be valid if it is in contravention of any safety norms prescribed by law and the bidder is advised to follow the prescribed safety norms.
16. **Agreement:** A suitable agreement would have to be entered into with UTI ITSL, failing which the EMD/ the Bank Guarantee as given may be forfeited or the work order would not be issued. If the terms and conditions of the agreement are not acceptable to the Vendor, then UTI ITSL reserves the right to reject the tenders or forfeit the EMD / revoke the Bank Guarantee. In the absence of any specific agreement, any offer made in response to this tender, when accepted by UTIITSL, will constitute a contract between UTIITSL and vendor / bidder.

17. **Right of Rejection:** UTIITSL reserves the right to reject all / any bids /

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quotations without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.

18. UTIITSL reserves the right:
- I. To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work.
 - II. To award the contract to one or more number of bidders / vendors, either on lowest price, equal price or on different prices.
 - III. To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as UTIITSL may deem fit.
 - IV. To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as UTIITSL may deem fit.
 - V. UTIITSL does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
 - VI. In the event the resultant L1 rate(s) obtained through this tender are perceived to be substantially higher than the rates at which the goods or services were being procured on the earlier tender then, UTIITSL reserves the right to:
 - A. Request the L1 bidder of this tender to negotiate and try to match the rate on which the order was placed as per the earlier tender.
 - B. If L1 vendor agrees to do so, the work order will be placed to him. If not, this tender would be cancelled and the earlier bidder, who is presently carrying out the services / work would be then asked to continue on the old/ existing rates till new tender is floated and finalized.
 - C. The idea is to obtain the most beneficial rates for UTIITSL.
 - D. The decision of the Tender Evaluation and Awards Committee would be final in this case.
19. **Negotiation:** Generally, no negotiations would be carried out. However, if deemed fit, negotiation may be carried out only with the lowest bidder and if the order has to be split to more than one bidders then it could be done on L1 or negotiated rates with L1, whichever is lower.
20. **Testing:** UTIITSL reserves the right to get the material tested at the cost

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of the vendor/bidder.

21. **Samples:** Wherever required, the bidders are advised to acquaint themselves with the samples and specifications before bidding to have more clarity. For this, they may contact the designated officer to whom the tender has to be submitted as per the address given herein above.
22. **Eligibility:** The bidder should adhere to the eligibility criteria. In any case, they should have prior experience of not less than two years in the same area as put to bid, for supply/service to other organizations of repute. UTI ITSL reserves the right to check their credentials with the organizations they have been associated with and if found incorrect, the tender is liable to be rejected.
23. **Availability of requisite permissions and licenses and compliance with the statutory provisions:** The bidder/agency/contractor is required to follow all the statutory acts as may be applicable for such type of work / supply / services for which they are bidding through this tender.

It may or may not involve manpower. In case manpower is required, then the bidder merely by filling the tender confirms that the bidder has all the requisite permissions and licenses to carry out all the works as stipulated by this tender. Further, merely by filling the tenders, the bidder reconfirms that the bidder has complied with all the statutory provisions of the central, state, local and municipal laws in force including manpower. The bidder also confirms merely by filling the tenders, to comply with any future laws that may be enforced upon by the statute.

Agencies which do not have requisite permissions / licenses or who do not comply with the statutory provisions are requested to fill in the tenders only if they are eligible in this respect.

Valid registrations viz., Sales Tax / VAT / Central Excise and with any other authorities as per requirement should be available with the vendor and be produced as and when required.

Consequences of insufficient permissions / licenses or compliances on the part of the vendor would be to the vendor's account and the vendor merely by filling in the tender indemnifies UTI ITSL of any or all such consequences.

24. **Blacklisting/Debaring:** The bidder merely by filling the tender confirms that the bidder has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any

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Public Sector Unit or body. The bidder is advised not to fill in the tenders if they have been disqualified by any of the government agencies.

25. **False Information:** In case if it is found that the vendor has not given the correct information and flouted any condition or the vendor does not have all the appropriate licenses and all the statutory permissions, whatsoever required, to carry out the activity as required in these tenders and allied works then UTI ITSL reserves the rights to cancel the work order issued to him and award his quantum of work in the manner as deemed fit. This can be done at any stage.
26. **Indemnity:** Further, by submitting this bid, the vendor/bidder indemnifies UTI ITSL for any of the consequences arising out of non availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also by submitting this bid, the vendor/bidder indemnifies UTI ITSL for any of the consequences arising out of noncompliance of any of the conditions laid by the statute for vendors/bidders or their representatives/ officials in carrying out this work.
27. **Claim for increase in rates:** Any claim for increase in rates on account of any reason whatsoever will not be entertained for the period as stipulated in the agreement. However, in case the services are found satisfactory, UTI ITSL reserves the right to extend the contract with **5%** increase in the L 1 rates after completion of one year.
28. **Extension of contract:** As stipulated by UTI ITSL, after the period of expiry, the agreement can be extended on mutual consent for a further period of one year or upto the period till new contract comes in force. However this option can be exercised only by UTI ITSL.
29. **Readiness:** The Agency should ensure that the manpower/ machine/materials are procured well in time to ensure quality of work and adherence to the time period and the work / supply / service is not interrupted / delayed irrespective of volume assigned.
30. **Delay:** If the agency does not start the work or if it is felt at UTI ITSL that the pace of work is slow and is likely to delay the work/ service / supply, UTIITSL reserves the right to terminate the contract, levy the penalty and also reserves the right apart from legal remedies available, to carry out such work / service / supply at the risk and cost of the contractor / bidder.
31. **Right to reject the work/ service which is not as per the specifications or the terms:** UTI ITSL has right to reject the work/ services if they are not found to meet the specifications laid out or are not as per the terms of the tender / work order. No Charges will be paid for

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the defective work. UTI ITSL reserves the right to reject the items of brand other than specified. This can be done at any stage of the work.

32. **Penalty:** UTI ITSL reserves the right to levy penalty at its discretion for the delay in execution of the work/ delay in supply/ delay in service. The penalty amount would be one percent of the amount put to tender per week subject to a ceiling of 10% . This penalty would be more clearly specified in the agreement to be entered into.
33. **Termination of Contract:** In case it is found that the work/supply/service is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then UTI ITSL retains the right to terminate the Contract with the selected vendor and in such case, the Vendor will not be entitled to claim any damages from UTI ITSL or make any claim for fees in respect of such unsatisfactory / substandard services / supply / work.

As also UTIITSL reserves the right to terminate this contract if it is established on the basis of price discovery that it would be beneficial for UTIITSL to go in for a fresh contract.

34. **Volume/Quantity of work:** Volume/Quantity is only indicative and the same may vary as per the requirement of UTI ITSL. The volume indicated is for one year or the period specified in the work order / tenders. The work order would be more specific and binding.
35. **Confidentiality:** The Agency shall maintain strict confidentiality of all the documents, information, data coming in possession of the Agency as a result of awarding the contract and also any oral, written or other information disclosed for evaluation or for any other purposes shall be considered as confidential information passed on to the Agency.

The Agency should certify in writing that the design / colour scheme of any document being printed/ processed for UTI ITSL is not used / shall not be used by the Agency for any other Organization / Entity under any circumstances. Any violation of the same will be liable for action under the law which shall entitle UTI ITSL to claim damages apart from taking action under the appropriate Law.

The Agency will delete the data on daily basis, once the same is not legally required further. In short, no data / document of UTI ITSL should be with the agency once the work is over on a daily basis.

36. **Usage of data / documents / information :** The Agency shall ensure that the documents , data, information etc if imparted by UTIITSL or if come to the knowledge of the bidder, are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent

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with that authorized by UTI ITSL in writing. The confidential information will be safeguarded and the Agency shall take all necessary actions to protect UTI ITSL's, its customers, and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law which shall entitle UTI ITSL to claim damages from the vendor apart from taking action under the appropriate Law. This is an irrevocable condition and it will continue to be in force even if the agreement between the vendor / bidder/agency is terminated with UTI ITSL.

37. **Breach of clause:** In the event of any breach or threatened breach of any clause by the Agency / bidder and/or individual assigned by the Agency for the performance of the services, the Agency shall be liable to pay damages as may be quantified by UTI ITSL. Apart from the above, UTI ITSL shall have the right to proceed against the Agency and/or its assigned person/s under appropriate law.
38. **Essence of contract:** The Vendor shall carry out the work / provide the services/ complete the supply as per the specifications and standards laid out within the stipulated time. **It is clarified that carrying out the work or providing services or supply of goods as per specified quality in specified quantity in specified time is the essence of the contract.** Not adhering to above shall entail UTI ITSL to rescind the contract and forfeit the security deposit and in which case, there shall not be any claims for damages against UTI ITSL by the Vendor. Further the UTI ITSL shall have the right to get the unfinished services done/supply made, if any by virtue of the said revocation of the contract, through other sources and the expenses incurred thereof shall be borne by the Vendor in default. The Vendor shall also indemnify UTI ITSL against any loss, damage, expenses, costs etc, incurred by UTI ITSL as a result of the said delay in timely completion of the said services / jobs, by the Vendor.
39. **Jurisdiction:** All matters pertaining to the present bid / tender / quote, shall be subject to the jurisdiction of the courts in Mumbai only.
40. **Submission of bills:** The Vendor shall submit the bills correct/accurate in all respects with required challans / receipts and with all relevant documents as specified by UTI ITSL from time to time, by 10th of every month (or any other date specified) for the work carried out / services rendered / material supplied in the previous month and the same shall be settled by UTI ITSL by the end of the month or earlier. Applicable TDS, etc. will be deducted at source as per rules. The bidder may choose to send the bills early if they decide to do so and UTIITSL will take required steps to settle the bill if it is complete in all respect and the goods/ services covered by it are rendered to the satisfaction of UTIITSL.

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The bidders/agencies / contractors/vendors are advised to submit the bills complete in all respects for immediate clearance.

41. **Inspection:** Wherever required, UTI ITSL reserves the right to depute its Officers, Auditors, other officials as it may decide etc. to visit the office / commercial / manufacturing site/s of the selected vendor/s for checking their infrastructure, man power and other related documents mentioned and for checking stock records, quality controls, work processes without advance intimation and the vendor/s will have to provide the necessary documents etc to UTI ITSL to help UTI ITSL ensure presence of appropriate and adequate controls on various processes. Inspection will be done, if so decided by UTI ITSL on periodic basis also.
42. **Nomenclature:** In the said tender, the bidder or the agency or the vendors or the contractor or the supplier and the service provider have the same meanings with reference to the context. As also, reference to any gender covers both the genders and reference to singular also covers plural also.
43. **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication are liable to be rejected. This is an important condition as the correction may have a bearing on the rate/amount quoted resulting in altering L1 or L2 or L3 or any other position. Decision of UTIITSL will be binding in this case. The bidder/Vendor/ Agency merely by filling in this tender agree to this delegation of power to UTIITSL to decide in this matter. \
44. UTIITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.
45. The Bidder must stamp and initial all pages and sign all forms at the end. The Bidder's participation in the bid shall be deemed to imply unqualified acceptance of the Terms and Conditions.\
46. UTIITSL reserves the right to call for further information / documents/ break-up of rates, taxes, etc. to decide on the tenders.

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UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED

Name of the Bid: Bid for Empanelment / Appointment of Car Hiring Agencies/ contractors

PART II

Special Conditions

- A. Specifications and Quantity**
- B. Tender Terms, Conditions & Scope of Work**
- C. Validity of Bids**
- D. Documents to be submitted**

A. Specifications and Quantity

The bids are invited for Empanelment / Appointment of Car Hiring Agencies/ contractors at CBD Belapur, Navi Mumbai for UTI ITSL and its Clients Offices. The specification is as follows.

1. The Vendor shall carry out the work / provide the services/ complete the supply as per the specifications and standards laid out within the stipulated time. Hence provision of services / supply as per quality in time is the essence of the contract. Not adhering to the time shall entail UTI ITSL or its clients to rescind the contract and forfeit the security deposit and in which case, there shall not be any claims for damages against UTI ITSL and or its Clients by the Vendor. Further the UTI ITSL and or its Clients shall have the right to get the unfinished services done, if any by virtue of the said revocation of the contract, through other sources and the expenses incurred thereof shall be borne by the Vendor in default. The Vendor shall also indemnify UTI ITSL and or its Clients against any loss, damage, expenses, costs etc, incurred by UTI ITSL and or its Clients as a result of the said delay in timely completion of the said services / jobs, by the Vendor. UTI ITSL and or its Clients reserves the right to depute its Officers, Auditors, Income Tax Officials etc. to visit the office / commercial / manufacturing site/s of the selected vendor/s for checking their infrastructure, man power and other related documents mentioned and for checking documents records, quality controls, work processes without advance intimation and the vendor/s will have to provide the necessary documents etc to UTI ITSL and or its Clients to help UTI ITSL and or its Clients ensure presence of appropriate and adequate controls on various processes. Inspection will be done, as decided by UTI ITSL and or its Clients on periodic basis also.

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2. **Criteria for Selection:** The Empanelment/ appointment of vendors / agencies / contractor will be done on the basis of the lowest quote (L1) received in the Bid Form, subject to acceptance of all the terms and conditions mentioned in the Tender Document.
3. **Empanelment:** UTI ITSL and or its Clients reserves the right to empanel one or more than one vendors at L1 rates mentioned in the bid forms subject to willingness of all the other participating agencies / vendors / contractors other terms and conditions as per Tender.

(B) TENDER TERMS, CONDITIONS & SCOPE OF WORK:

Sealed quotations are invited in the enclosed format from reputed tours and travels agencies/ contractors/ for hiring of cars **(Air conditioned)** on monthly/ fortnightly as well as on day to day basis for the official use of UTI Infrastructure Technology and Services or its clients presently having its offices at Plot 3, Sector 11, CBD Belapur, Navi Mumbai or at UTI Tower, GN Block, Bandra Kurla Complex, Mumbai for a period of one year on the following terms and conditions:-

1. VEHICLE: The vehicle should be brand new in excellent conditions, clean and mechanically fit. The car should be in good condition and should be kept clean and maintained in running and trouble-free condition. It must be washed and be provided with clean and proper upholstery/ seat covers. The car should be equipped with the below mentioned standard amenities.

- a. Tissue Box with Wet and Dry paper tissues and Air Freshener.
- b. Rubber Floor Mats.
- c. Music System.
- d. Mobile Charger

1. 1. ELIGIBILITY CRITERIA: The vendor / agency / firm should have

- a. At least **One** years of experience in the tour and travels business in providing Cars in the Government / Banking / Financial Institution Sector.
- b. Should have minimum **(5) vehicles** of its own with them. Also they should be able to arrange another 5 cars in emergency if required by the Company.
- c. Annual Turnover of the agencies / vendor should be not less than **10 lakh per annum.**
- d. All the copies mentioned in the TECHNICAL BID form must be enclosed along this tender in the event the documents (copies) mentioned in the Technical Bid form are not enclosed then their offer will REJECTED and UTIITSL or its clients and there will be no correspondence thereafter with the participating agency.

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- e. UTIITSL reserves the right to reject the offer from the agency received at any time during the period of contract / agreement if it is observed / found that the agency have not fulfilled the eligibility criteria or the agency had given false information.
1. **REGISTRATION:** The vendor / agency / firm should provide the details such as the type and registration number of the car, name and mobile number of the driver (or visiting card) to UTI ITSL or its clients before deploying him on duty. All vehicles should have standard accessories and should be registered as a Tourist registration vehicles (yellow number plate) & "T" Mark. All the necessary documents required to be kept in the vehicle as per the laws; rules & regulations in force should always be available in the vehicle. It is the duty of the service provider to ensure that the guest / official are not put into any inconvenience owing to non adherence to these requirements by the Agency.
 2. **SERVICE TAX / PAN NUMBER:** The vendor / agency / firm should provide a copy of the certificate issued by the Commissioner of Central Excise, Mumbai in respect of Service Tax paid by them as well as the Permanent Account Number (PAN Card No.) issued by the Commissioner of Income Tax.
 3. **VEHICLE:** Dedicated vehicles should be provided to our Officials. The vehicle provided should not be changed without intimation to the users. Any change in vehicle or drivers will be allowed only in exceptions circumstances and that too with the prior information / approval from UTIITSL or its clients.
 4. **INSURANCE:** The vendor / contractor / agencies /firm should have comprehensive insurance for all the vehicles provided. The cover of the insurance should be as per the best insurance coverage available in the market.
 5. **PERMITS:** The vehicles provided to UTI ITSL or its clients should have necessary permits / Licenses from the Transport Department / Local Municipal or Any other Licensing Authority.
 6. **MOTOR VEHICLE ACT:** The Contractor / Agencies / Firms / should be registered with the authority concerned of State and / or Central Government and should fulfill the conditions prescribed in Section 66 of Motor Vehicle Act, 1988 for Hiring of Vehicles.
 7. **HOLIDAYS:** Saturday, Sunday & other public holidays will be covered in the definition of month. As such the Contractors / agencies/ company / firm should provide the vehicles on these days as per the request of the

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users at the same rate and Terms and conditions. Normally the duty hours per day will be 8 hours including holidays.

8. **VEHICLE REPORT:** The vehicle should report to the place and time of requirement as per directions / instruction given on day to day basis by UTI ITSL or its clients.
9. **MILAGE:** The mileage will be counted from the place where the duty starts up to the place where the duty ends and the billing will be affected from the place of Reporting and Relieving of the vehicles by the users of UTI ITSL or its clients.
10. **AVAILABILITY OF VEHICLES:** The vehicle must be made available at any given time and day (including Public Holidays) as informed by the UTIITSL or its clients.
11. **DAMAGES:** UTI ITSL or its clients will not be responsible for any loss, damage or accident to the vehicle or to any other vehicle or injury. It will be the responsibility of the Vendor / Bidder to ensure immediate replacement of vehicle is done so that the user is not put in inconvenience.
12. **REPLACEMENT:** The firms should have the arrangements for repairing their vehicle in a short time and during the repair time the firm should provide a substitute vehicle and driver immediately so that there is no inconvenience / disruption in the work of the UTI ITSL or its clients.
13. **BREAKDOWN:** In case of vehicle breakdown, a substitute vehicle shall be provided by the contractor immediately. In case vehicle does not report within the reasonable time or does not report at all, then UTI ITSL or its clients would have right to hire a vehicle from the market and the additional cost if any incurred will be deducted from the bill payable to the agencies / contractor.

DRIVERS: The drivers employed with the vehicle should satisfy the following conditions:

- a) Drivers should have minimum 5 years of experience of driving. They should have vehicle Transport Licensees for driving passenger vehicle on hire.
- b) Drivers should be decently dressed in uniform and with and black / brown shoes.
- c) Drivers should be well versed with the roads and the places in Mumbai / Navi Mumbai and surrounding area and should have experience in city driving.

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- d) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle for a period of at least 1 year. Any change in the designated driver should be intimated to the concerned officer 24 hours before such change is effected.
 - e) Driver should be provided with a mobile phone.
 - f) Driver should be decent and well behaved and should not have any criminal cases against him and should not have any past history of accidents. Drivers shall have a police verification certificate or character & good conduct certificate from a Gazetted officer of Central/State Government
 - g) The Driver should keep the vehicle clean and odour free daily and suitable for use.
14. **TRAFFIC RULES:** The Drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Govt. from time to time. Drivers should be familiar with all important places in Mumbai / Navi Mumbai.
15. **WAITING:** The driver while on duty must always be available at the place where the car is parked.
16. **PLACARD:** The driver must carry placard depicting particulars of the arriving guest/ officer at the Airport/ Railway Station, etc. The Agency should ensure that there is no room for complaints from any guest/ officials of UTI ITSL or its clients.
17. **RULES & REGULATIONS:** The drivers will carry out the orders given by the officers/ guests of UTI ITSL or its clients and will also observe the rules and regulations of UTI ITSL and or its Clients regarding safety and security, in addition to the general traffic rules and regulations. The Agency shall be responsible for any breach/ non-observance of guidelines/ instructions/ rules/ laws/ regulations, by the driver.
18. **VEHICLE AVAILABILITY:** The vehicle must be made available at any given time and day as informed by the UTI ITSL and or its Clients.
19. **MILEAGE POOLING:** Mileage of all hired vehicles will be calculated monthly. However in the event the vehicle has not run for more than the 2500 km than the unutilized mileage will be carried over to the next month till the total unutilized mileage is fully adjusted. This will not apply to payment of charges for extra hours by any driver of any vehicle. UTIITSL and or their client will pay Rs.250.00 as night detention charges to the driver in case the vehicle is used for outside Mumbai / Navi Mumbai.
20. **KILOMETER CERTIFICATE:** A certificate to be produced by the transporter from the competent authority to certify proper status/functioning of the "Kilometer Meter".

Signature of the Bidder

21. **DAILY REPORT:** The daily record indicating date, time, place of reporting / reliving and mileage for each vehicle shall be maintained by the contractor / agencies. The initial of the users should be obtained on the Duty Slip /Report card / challan on day to day basis.
22. **TELEPHONE:** Telephone facility (24 hours) must be available with the transporter/ agency.
23. **RATES VALIDITY:** The rates quoted will remain valid for one year from the date of work order approval and it will not change on any account. However, in case the services are found satisfactory, UTI ITSL reserves the right to extend the contract with 5% increase in the L 1 rates after completion of one year.
24. **TERMINATION:** The contract between the UTI ITSL or its clients and the Contractor can be cancelled with a notice period of one month by UTIITSL or its clients only without assigning any reason.
25. **MILEAGE CALCULATION:** For hiring car on monthly / daily rental basis Mileage, would be calculated on monthly basis for release of payment.
26. **PAYMENT TERMS:** The payment will be made on monthly basis on submission of pre-receipted bill(s) duly supported by duty slip(s)/log sheet (s) duly signed by the concerned Officers.
27. **RATES:** The rates quoted should be inclusive of all expenses such as Drivers Salary, Taxes, Fuel (diesel / petrol) oil, maintenance, repair and servicing of the vehicle etc.
28. **PARKING / TOLL:** The UTI ITSL or its clients will pay parking / toll charges when the vehicle is on duty on production of parking / toll receipt on actual basis on submission of bills.
29. **SERVICE TAX:** Service Tax as per the existing Reverse Charge Mechanism issued recently by CBDT, wherever applicable will be paid / reimbursed on billing .
30. **TDS:** TDS will be deducted as applicable as per Government rules from the monthly bills payable.
31. **AGGREMENT:** The successful bidder will have to enter into an Agreement for one year on Rs.200/- Non-judicial paper. However, the UTI ITSL reserves the right to cancel the Agreement at any time without assigning any reasons whatsoever.

Signature of the Bidder

32. **MINIMUM MILEAGE:** There will be no guarantee on the part of the UTI ITSL and or its Clients for use of vehicle for a certain minimum mileage in case it is hired on monthly / daily basis.
33. **ERROR:** The quotes submitted shall be free from typographical errors, deletions, cancellations, and overwriting, indecipherable print to the extent possible. Any such errors, deletions, cancellations, overwriting or indecipherable print shall be initiated by the authorized signatory on all copies also stamped with vendor's official seal. If, in the opinion of UTI ITSL, such errors, deletions, cancellations, overwriting or indecipherable print has been made with the intention of being unfair to the spirit of the proposal, such quotes will be disqualified immediately, without assigning any reason thereof.
34. **PAYMENT CALCULATION:** Payment shall also be made on monthly basis on the actual usage of the Vehicles by UTI ITSL or its clients. Additional charges per Km will be paid only in the event monthly kilometer exceeds 2500 km in that particular month after Mileage pooling (refer point 22) Similarly additional charges per hour will be paid only in the event monthly hours exceeds 250 hour in that particular month.
35. **NEGOTIATE:** It will be open to UTI ITSL and or its Clients to negotiate the rates and terms with vendors based on the L 1 rates and for all types of Vehicle, keeping the same tender terms and conditions.
36. **OPTION A, B, C :** The agency can participate in the bid either in option A, or Option B, or Option C or can apply for any one option or any two option wherever they have the facility.
37. **COST COMPARISION / RANKING: Separate** cost comparison / Ranking will be prepared for option A, B and C of vendors who have quoted for the financial bids and are fulfilling the eligibility criteria.

For empanelment / appointment either monthly /fortnightly or on day to day basis will depend upon on UTI ITSL or its client's requirement of the vehicle/s.

38. **EMPANELMENT:** UTI ITSL and or its Clients reserves the right to empanel one or more than one vendors for various options (option A, option B, option C) and for various cars (cars mentioned in column I, II, III & IV) and rate wise also as mentioned in the bid form **based on the overall Lowest rate (L1) received** in that particular option.

Though not binding empanelment / appointment of vendor / agency either monthly or on day to day basis will depend upon the requirement of vehicle for UTI ITSL officials or its client's officials.

Signature of the Bidder

Also continuity of the services of the empanelled / appointed vendor /agencies / contractor will depend upon its quality of services, quality of Cars and Drivers provided etc and the same will be reviewed every quarter. UTIITSL and or its client's reserves the right to terminate the arrangement for providing cars the services is not satisfactory.

(C) **Validity of bids:** As mentioned under the heading "Validity of the bids", in General Conditions, it is clarified that this tender is a rate contract and accordingly the rates will be valid for a minimum period of one year and the supplies will have to be made as per the orders placed from time to time. During this period of one year, there shall be no increase in rates.

(D) Documents to be submitted:

Following documents are to be enclosed by the bidders / contractors. UTI ITSL reserves the right to reject the offer in case these are not enclosed while submitting the offer. Also UTIITSL may terminate the agreement at any point of time during the tenure of the agreement and UTIITSL reserves the right to offer the contract to other contractor if the tender terms and conditions are not satisfied or any false or insufficient information is submitted by the bidders.

UTI ITSL reserves the right to reject the offer at any time of the contract in case it is found that the documents are insufficient not submitted / or are false.

Sr. No	Documents Required to be Submitted	Issuing Authority
1	Completed filled Financial bid form duly signed by competent authority under seal (option A / Option B / Option C)	Bidder
2	All the pages of this tender form duly signed under Agency / company/ contractor seal on each and every page by competent authority.	Bidder
3	<p>a. The tender should be accompanied by Earnest Money Deposit (non-interest bearing) of Rs.5,000/- (Rupees Five Thousand Only) by way of Demand Draft / Pay Order in favour of "UTI Infrastructure Technology And Services Ltd."</p> <p>b. Non refundable Tender fee of Rs500/- by way of Demand Draft / Pay Order in favour of "UTI Infrastructure Technology And Services Ltd."</p>	DD by Scheduled Bank
4	The agency should have the experience in Car Hiring services, for a total period of 1 years with any reputed organization. (attach copy)	Work order from Company/ Bank/PSU etc
5	Registration Certificate (RC) of at least 5 cars (enclosed copies)	RTO
6	Registration No. under the Employees Provident Fund (PF) Act (attach copy)	EPFO
7	PAN No. : (Attach copy)	Income Tax
8	Copy of Service Tax Registration no.	Issuing Authority
9	Any other requisite document	--

any

UTI ITSL reserves the right to reject the offer at any time of the contract / agreement in case it is found that the documents are insufficient not submitted / or are false.

Signature of the Bidder

PART III

BID FORM

Note: (Bid Form to be typed on letter head)

Date:

The Assistant Vice President (Admin)
UTI Infrastructure Technology And Services Limited,
Plot 3, Sector 11, CBD Belapur,
Navi Mumbai 400614

Sir,

Sub: Bid for Empanelment / Appointment of Car Hiring Agencies/ contractors.

This is with reference to your tender due on **21st April, 2015**. We are interested in getting our Company / firm empanelled in your organization for **Bid for Empanelment / Appointment of Car Hiring Agencies/ contractors**

We have read and understood the details as given in the tender information (Part I and Part II) regarding the Scope of Work and Terms and Conditions for the selection of vendors for this tender and bidding for the contract. The tender conditions are acceptable to us. We have been given all the required information from UTIITSL. We certify that we are eligible and qualified as per the said Terms. The duly signed copies of the terms and conditions are attached herewith. Also all the relevant copies of Eligibility criteria are attached herewith. We understand that separate cost comparative statement will be prepared for each option (option A, B & C) and L 1 (lowest) will be decided for various cars mentioned in column I, II, III & IV by UTIITSL.

In case of any ambiguity between arithmetic calculations, the rates will be considered correct and the amount will be derived on the basis of the rates quoted and the quantity originally mentioned in the Tender.

The supply of items / services will be done as per the specification mentioned in the tender form.

In case of difference in price quoted, the price in words will be taken as final.

An EMD of Rs.5,000/(Rupees five Thousand only) is enclosed.
Tender fee Rs.500/- (Rupees Five hundred only)

Signature of the Bidder

Signature of the Bidder

OPTION A

FOR SOUTH MUMBAI AREA

(For users at Nariman Point, WTC, Fort, CST, Parel, Dadar and Mahim):

Details of Rates The rates quoted should be inclusive of all expenses such as Drivers Salary, All Taxes including service tax, Fuel (diesel / petrol) oil, maintenance, repair and servicing of the vehicle etc.	Indica / Santro /Wagon R (Rs. Ps)	Accent / Indigo / Esteem/ Logan / Swift Dzire (Rs. Ps)	Honda City / Ford Icon / Skoda / Corolla / (Rs. Ps)	Toyato / Innova / Scropio / Xylo (Rs. Ps)
	I	II	III	IV
Rate for 2500 Km per month / 250 hours per month				
Rates for 8 hours and or 80 kms				
Rate for 4 hours and or 40 kms				
Rate per additional hour				
Rate per additional kilometer				

OPTION B

FOR WESTERN SUBURB AREA

(For users From Bandra to Borivali, IIT Powai, & Sion):

Details of Rates The rates quoted should be inclusive of all expenses such as Drivers Salary, All Taxes including service tax, Fuel (diesel / petrol) oil, maintenance, repair and servicing of the vehicle etc.	Indica / Santro /Wagon R (Rs. Ps)	Accent / Indigo / Esteem/ Logan / Swift Dzire (Rs. Ps)	Honda City / Ford Icon / Skoda / Corolla / (Rs. Ps)	Toyato / Innova / Scropio / Xylo (Rs. Ps)
	I	II	III	IV
Rate for 2500 Km per month / 250 hours per month				
Rates for 8 hours and or 80 kms				
Rate for 4 hours and or 40 kms				
Rate per additional hour				
Rate per additional kilometer				

Signature of the Bidder

OPTION C

**FOR EASTERN SUBURB & NAVI MUMBAI
(For users from Thane, Vashi to Panvel):**

Details of Rates The rates quoted should be inclusive of all expenses such as Drivers Salary, All Taxes including service tax, Fuel (diesel / petrol) oil, maintenance, repair and servicing of the vehicle etc.	Indica / Santro /Wagon R (Rs. Ps)	Accent / Indigo / Esteem/ Logan / Swift Dzire (Rs. Ps)	Honda City / Ford Icon / Skoda / Corolla / (Rs. Ps)	Toyato / Innova / Scropio / Xylo (Rs. Ps)
	I	II	III	IV
Rate for 2500 Km per month / 250 hours per month				
Rates for 8 hours and or 80 kms				
Rate for 4 hours and or 40 kms				
Rate per additional hour				
Rate per additional kilometer				

Thanking you,

Yours faithfully,

Signature of Authorized Person

Name of the Signatory: _____

Date: _____

Place : _____

Signature of the Bidder

Check list for submission of Bids

Forms for Submitting Bid for Empanelment / Appointment of Car Hiring Agencies/ contractors	Yes / No
1. Superscription on the envelope	
2. Tender fees - check if the tender fees is applicable and if it has been enclosed in form of Bankers Cheque / DD	
3. EMD of the required amount	
4. Signature on all the pages conveying the acceptance of all terms and conditions	
5. Check if all the required documents have been enclosed.	
6. All the Tender Documents duly stamped and signed by the authorized person	
7. In case the bidder is a non-individual, then the letter authorizing the signatory to sign the tender documents must be enclosed. This letter would be on the Bidders Letter Head	
8. Price Bid (Part - III) Price bid should be submitted only in the relevant format duly signed	
9. Sample of the material used	
<p>10. (a) First Envelope containing EMD and Tender fee. (b) Second Envelop containing Tender document & Price bid form. (c) Third Envelop containing Envelop First (a) and Second (b) above with Superscription Bid for Empanelment / Appointment of Car Hiring Agencies/ contractors</p>	

Signature of the Bidder