

#### SARDAR VALLABHBHAI PATEL NATIONAL POLICE ACADEMY

(Government of India: Ministry of Home Affairs) Hyderabad – 500 052

<u>TENDER ENQUIRY NO: 17603/2021-22/HK-1/Motors</u> <u>DATED: 27 Dec, 2021</u>

# SHORT TENDER ENQUIRY FOR PROVIDING LIGHT VEHICLES ON HIRE BASIS TO S.V.P. NATIONAL POLICE ACADEMY FOR A PERIOD OF THREE MONTHS

Date of Tender Enquiry : 27 Dec 2021.

Closing date & time for submitting bids: 04 Jan 2022 at 1000 hrs

Website: http://www.eprocure.gov.in



# SARDAR VALLABHBHAI PATEL NATIONAL POLICE ACADEMY (Government of India: Ministry of Home Affairs) HYDERABAD – 500 052.

Dated: 27 Dec 2021.

No 17603/2021-22/HK-1/Motors

#### **NOTICE INVITING e-TENDERS**

Sub: Short Tender Enquiry for hiring of Light Vehicles viz. Toyota Innova Crysta (AC), Toyota Etios(AC), Maruti Ciaz (AC), Honda City (AC) & Swift D'Zire (AC) (VDI/ZDI) for a period of three months by S.V.P. National Police Academy—Reg.

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e-Tenders are invited by the S.V.P. National Police Academy from prospective vendors under Two-bid system (i.e.separate Technical Bid & Financial Bid) towards hiring of Vehicles viz. Toyota Innova Crysta (AC), Toyota Etios (AC), Maruti Ciaz (AC), Honda City (AC) & Swift D'Zire (AC) (VDI/ZDI) (not older than 2019 year model) as per requirement basis for a period of three months from the issue of Supply Order and extendable upto another three months subject to willing by the both parties on same rates, terms and conditions.

2. The salient features of the tender enquiry are as follows:

Ι,	Tender Enquiry No.	17603/2021-22/HK-1/Motors dated 27 Dec 2021
٠,	service	Supply of Light Vehicles on hire basis to S.V.P. National Police Academy for a period of three months from the issue of <b>Supply Order</b> on monthly payment basis.
٠,	Type of Tender Enquiry	Short Tender Enquiry
(d )	Bid System	Two Bid System (Two covers - Technical Bid & Financial Bid)
	Closing date & time of submitting	On 04 Jan 2022 at 1000 hrs

	bids.	
. ,	Date of opening of bids received.	On 05 Jan 2022 at 1030 hrs in SVP NPA, Hyderabad
1,0	l -	Bid Security Declaration should be uploaded as per the format attached with the NIT.
(h	Payment terms	Hire charges will be paid on monthly basis.
(i)		The tenure of contract will be for a period of three months from the issue of Supply Order - extendable upto another three months subject to willing by the both parties on same rates, terms and conditions.
(j)	Bid validity	Bid should be valid for <b>180 days</b> from the date of opening of bid.

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(i)	Bid validity	Bid should be valid for <b>180 days</b> from the date of opening of bid.	
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3. Important dates related to this tender are furnished below for information:

S No	Particulars	Date	Time
(a)	Date of Online Publication of Tender	27.12.2021	1600h
(b)	Starting date for downloading tender document	27.12.2021	1610h
(c)	Bid Submission starting date	27.12.2021	1615h
(d)	Bid Submission closing date	04.01.2022	1000h
(e)	Closing date & time	04.01.2022	1010h
(f)	Opening of technical bids	05.01.2022	1030h

- 4. Interested and experienced Vehicle Hirers can download the tender document from Central Public Procurement Portal (https://eprocure.gov.in) and bid should be submitted through the same website. Bids submitted other than on CPP Portal will not be accepted. The eligible bidders should have the digital signature (DSC) issued by any agency authorised by Controller of Certifying Authorities, Govt. of India.
- 5. Bidders can access and download the tender documents from CPP Portal and can fill them with all relevant information and submit the completed tender document online on the website: http://www.eprocure.gov.in. The downloading of tender documents shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such tenders are liable for outright rejection.
- 6. Tender shall be submitted online only at CPPP website. Bidders are advised to refer the Bidders manual kit for e-submission of the bids online through the Central Public procurement portal available at the website: http://www.eprocure.gov.in. Aspiring Bidders/ Suppliers who have not enrolled/ registered in e-procurement

should enrol/register before participating through the website **https://eprocure.gov.in.** The portal enrolment is free of cost.

7. The TIA (Tender inviting authority) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. For any quires regarding e-tendering process, the bidders are requested to contact over phone: 040-24234660 or send a mail over to cppp-nic@nic.in.

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8. Following scanned documents in pdf / Excel/.rar file format must be enclosed in separate covers duly signed and stamped.

### First Cover (In PDF ):-

- (a) Signed and stamped of NIT documents.
- (b) Firm Registration Certificate as per the Companies Act of India.
- (c) GSTIN of the Firm alongwith latest submission returns documents.
- (d) Banker details.
- (e) Pan Card of the Contractor/Firm.
- (f) Previous year IT Return (Financial Year 2020-21) and Annual Report of last three years (2018-19, 2019-20 & 2020-21). The cumulative financial turnover of the bidding firm during the last three years, ending on 31 March 2021 should be at Rs 7,65,000/- (Rupees Seven Lakh Sixty Seven Thousand only) (or equivalent in foreign currency at exchange rate prevalent on 31 March 2021) the as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

Note: Bidding Firm (manufacturer or principal of authorised representative) should not have suffered any financial loss for more than one year during the last three years, ending on 31 March 2021.

- (g) Copies of earlier contract/work order executed in the past.
- (h) **Bid Security Declaration**. Offers received without the prescribed Bid Security Declaration, will be rejected summarily.
- (i) LOB (Letter of bid) duly signed.
- (j) List indicating the vehicle details with make, model, type of vehicle, year

of manufacture and registration number of vehicle along with details of insurance carried by them. The vehicles provided should be in good condition and well furnished, **preferably of 2019 Model**. The colour of the vehicle should be preferably white.

(k) Commercial Information (In excel format).

#### Second Cover (In Excel) :-

(a) Financial bid (In excel file like BoQ ):- The rates/ amount of contract inclusive of all taxes. The Price Bid/ BOQ template must not be modified or replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

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- (b) Prices shall be quoted in Indian rupees only.
- 9. As such, Parties interested in the proposal, may submit their bids in encrypted format, subject to acceptance of the following terms and conditions:

#### **CONTRACTOR**

- (a) The vehicle provided by the contractor on hire will be with a driver who must be in proper uniform and should have a driving license and be competent to drive. The contractor should provide a mobile phone to the driver.
- (b) The vehicles must be in excellent condition, clean, mechanically fit and must be a brand new vehicle not older than 2019 manufacturing and should not have run for more than 30,000 Kms. The colour of the vehicle should be preferably white.
- (c) The contractor should ensure that vehicle is fitted with appropriate seat belts.
- (d) The vehicle should fulfill the obligations prescribed by the State Transport Authority like payment of road taxes and valid Taxi Permit etc. All requirements under various statutory laws must be complied with. Any default will be liability of the contractor and this Academy shall not be liable in any matter whatsoever.
- (e) Quoted charges shall be inclusive of monthly charges of driver, repairs and maintenance of vehicle, insurance, petrol/diesel, oil and also any other incidental expenses including penalty, fine etc. Vehicle should be petrol/diesel operated.
- (f) The bidder is allowed to quote for any one/all the types of vehicles. They should offer to supply at least a minimum of four vehicles of each type. The evaluation of different type of vehicles shall be done separately for each

category of vehicles.

- (g) All Legal/Law Court Suit/Cases arising out of the plying of vehicle will be the sole responsibility of the Contractor.
- (h) Insurance of the vehicle, 3<sup>rd</sup> person insurance and the risk of passenger travelling in the vehicle should be covered by the contractor to the extent of liability as specified in the Motor Vehicle Act & Rules made there under or any law in force.
- (i) Any authorised user of the Academy has the right of returning the vehicle if he is not satisfied as to the plying condition of the car on any one of the ground as mentioned above. In such case, a penalty of Rs.500/- or the actual cost of hiring a similar vehicle will be deducted from the contractor's pending bills payments.

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- (j) 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, the Academy would have right to hire a vehicle from the market and the additional cost incurred by the Academy will be borne by the contractor. In case, neither a substitute vehicle is provided nor a vehicle is hired by the Academy, the Academy will claim Rs.500/- per day as penalty.
- (k) The responsibility for the safety & security of the vehicle provided solely lies with the Contractor. It is also the Contractor's absolute responsibility to take care of any damage/repairs caused to and by his vehicle during the operation of the contractor.
- (I) Bills should be submitted on monthly basis with all supporting documents and payment will be made after deducting TDS as applicable. The log book maintained will be the basis for making payments. The log book should be maintained perfectly well and should be endorsed by the Officer using the vehicle for each and every entry without fail.
- (m) Failure by the contractor to comply with any statutory requirement and/or the terms of the agreement during the period of the contract shall result in termination of the contract and subsequent disqualification from participation in any future tender of the Academy. The Academy reserves the sole right to cancel the contract at any time without assigning any reasons thereof.
- (n) Academy reserves the rights to increase/ decrease the quantity of hired vehicles as per demand.

- (o) In case the contract is withdrawn or the Academy terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expenses in hiring a new contractor through a similar tender process, will be adjusted against the performance guarantee provided by the successful bidder.
- (p) The contractor will indemnify for loss/damage of property or life because of negligence of driver or poor maintenance of vehicle or due to an accident.
- (q) The vehicle should have registration with the Road Transport Authorities concerned.
- (r) The time & distance is to be calculated from the time and place of reporting to the time and place of release. It shall be the duty of the Transport Operator/Drivers to get the necessary mileage certified on daily basis.
- (s) Health screening of the drivers should be carried out regularly.
- (t) Drivers having good health condition should only be detailed for duty.
- (u) Vehicle should be thoroughly sanitized before deploying for the duty.
- (v) Hand sanitizer, napkin papers should be provided in the vehicle.

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(w) Driver should wear face mask all the time during duty.

#### **DRIVERS**

- (a) The Drivers shall observe all the etiquette and protocol while performing the duty. He shall be neatly dressed, should wear proper uniform and shall carry a mobile phone in working condition, for which no separate payment shall be made by the Academy.
- (b) The Drivers must be literate and well behaved. He must follow traffic rules & regulations prescribed by the Government from time to time.
- (c) The Drivers should have perfect eye vision and should possess valid driving license issued by the concerned authorities of Central/State Govt.
- (d) Drivers should not be an accused in any criminal case/accident case/of clear criminal records.
- (e) Due to COVID-19 pandemic, vehicles providing by the vendor each trip to the NPA should have to sanitize the vehicles before sending as well as health screening of the drivers also need to be conducted by the vendor before deploy.

(f) The firm should deploy drivers who have fully vaccinated against COVID-19 pandemic.

#### **OTHER CONDITIONS**

- (a) The vehicle shall be provided as requisitioned by the Motor Vehicles Section of the Academy throughout the contract period at all times.
- (b) The duty point for reporting of the vehicle is Site-B, SVP NPA Campus, Shivrampally, Hyderabad (or) any other place as intimated from time to time.
- (c) The lowest bidder would be accepted.
- (d) In case of tie in lower bid, latest version and vehicle with lower mileage will be accepted.
- (e) The Academy reserves the right to indent the required number of vehicles, as per situation/requirement prevailing and also to extend the period of contract, if situation demands.
- (f) No request for escalation of rates will be entertained for whatsoever reason during the currency of contract.
- (g) The Academy reserves the right to accept/reject any tender or all tenders without assigning any reason thereof.

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## 10. **Performance Security Clause**

- (a) In the event of acceptance of offer and on placing supply contract, the successful bidder will have to submit **performance guarantee** as indicated in the **supply contract**, in the form of a Bank Guarantee/FDR from a commercial bank, which should remain valid/fixed for a period of 60 days beyond the date of tenure of contract/completion of all contractual obligations of the supplier.
- (b) In event of contractors performance security deposit being reduced by means of forfeiture, the contractor within 15 days from the date of intimation of the reduction shall restore the performance security to the original value, failing which, the Contract Operating Officer will recover the amount involved from any amount due to the contractor by the government or from any other assets of the contractor held with the Academy.
- 11. <u>Penal Action for Non-Compliance of Terms and Condition of the</u> Contract:-

- (a) If a contractor wilfully neglects or fails to perform or observe any condition of the contract or attempts to cheat or indulge in fair practices with the motive of making undue gain, the Director may impose a ban on future contracts by the SVP National Police Academy with that contractor.
- (b) In case a contractor fails to comply with the order place by the Academy or to perform his part of the contract to the entire satisfaction of the Academy or fails to abide by the terms of the contract, the contractor shall be liable to all following actions or any of the following actions, as may decided by the Director to this Academy:-
  - (i) To make good the loss caused to the Government.
  - (ii) Cancellation of the contract without any prior notice to the contractor.
  - (iii) Debarment from entering into contract with the Academy for period specified by the competent authority.
- (c) In case of non-satisfaction of any services by the Academy or in case of neglect, failure or delay on the part of the contractor to comply with the ordered placed by the Academy, the Academy authority may without prejudice to any other action which the department may take under the terms of the contract, will be at liberty to procure or purchase such service from any other source. Any expenditure (which may include transportation and their incidental charges) incurred in excess of the contracted rate shall be borne by the contractor or recovered from his security deposit and/or from any amount which may be due to be paid to the contractor by the Academy.
- (d) The bidder will be blacklisted by the Academy in case of breach/non-compliance of terms and condition of contract.

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- (e) The Director SVP NPA reserves the right to cancel the order without pre notice, forfeit the security deposit or recover any damages for any breach of contract.
- (f) All losses sustained by the government due to failure, omission or neglect of the contractor may be realised from the performance security or any other amount, which may be due to be paid to contractor from the Academy.
- (g) Contractor shall provide judicial agreement copy duly signed on the above terms and condition within 20 days to Academy on receipt of contractual order.
- 12. **Arbitration Proceedings**. Any dispute arising out of the contract at any time between the parties hereto touching or arising out of this contract shall be referred to an arbitrator to be nominated by the Director, SVP National Police Academy and the decision and award of such arbitrator shall be final and binding upon the parties

hereto and the provision of the Indian Arbitration Act 1996 shall apply to the Arbitration proceedings.

- 13. <u>High Court for Settlement of Dispute</u>. If the dispute between the parties not settled by the Arbitrator, it should be subject to the jurisdiction of the High Court of Judicature at Hyderabad.
- 14. **Death of Contractor (Sole Proprietor)**. In case of death of a contractor or sole proprietor of a firm, his/her legal heir (s) may be permitted to operate the contract already approved in favour of the deceased and are operational or operating the current contract approved in favour of the deceased:-
  - (a) Death certificate of the deceased contractor.
  - (b) Willingness certificate on an affidavit that the legal heir (s) and accredited agent (s) is/are willing to continue the operation of existing contract (s) at the existing terms and condition of the contract.
  - (c) Legal Heir certificate/succession certificate from the Court of Law.

#### 15. Opening and Evaluation of Technical Bids.

- (a) The Tender Committee appointed by the Competent Authority of Academy will open all Technical Bids in the first instance on the appointed date and time at SVP NPA, Hyderabad.
- (b) During evaluation of the bids, the purchase committee may, at its discretion, ask the Bidder for clarifications of its bid. The clarification of the bidder shall be in writing.
- (c) No bidder shall contact the committee member on any matter relating to its bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishers to bring additional information to the notice of the Purchaser it should be done in writing.

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- (d) Any effort by a bidder to influence the Purchaser in its decision on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.
- (e) The results of the evaluation of the Technical Bids alongwith the date of opening of the Financial Bids will be uploaded in the portal. The purchase committee may at is option to choose to open the financial bids immediately after the opening and evaluation of the Technical Bids.

#### 16. Opening and Evaluation of Financial Bids :-

(a) The Tender Processing Committee will open the financial bids in

favour of bidder who successfully qualified technical bid.

- (b) Arithmetical errors will be rectified on the following basis:-
  - (i) If there is a discrepancy between words and figures, the lower of the two shall be taken as the bid rate. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected & cancelled.
- 17. Notwithstanding any of the conditions and clauses indicated above, the Director, SVP NPA has the whole and sole right to waive off any of the above clauses, accept or reject either the lowest or any other valid bid and or **split up the order** to more than one bidder or to cancel the Tender without assigning any reasons thereto.

(R Jayanthi) Administrative Officer (Admin)

Copy to: Web Administrator for hosting advertisement on the Academy website.

#### **BID SECURITY DECLARATION FORM**

Tender No.

Date:

my/our Bid.

To (insert complete name and address of the purchaser)
I/We. The undersigned, declare that:
I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We
(a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
(b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) failure use to execute the contract, if required, or (ii) failure use to furnish the Performance Security, in accordance with the Instructions to Bidders.
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are

Signed: (insert signature of person whose name and capacity are shown) In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on day of (insert date of signing) Corporate Seal (where appropriate)

(w)