

Request for Quotations (RFQ)

Request for Quotations (RFQ) for Hiring of Vehicle Providing Agency Services in the State of Bihar

RFQ Ref. No.: SAMS/HR/RFQ/Bihar/01/2017

April 13, 2017

Due date and time for receipt of Quotations 3:00 PM on 28th April, 2017

Mode of receipt of quotations Through e-mail at consult@sams.co.in



STRATEGIC ALLIANCE

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RFQ Ref. No.: SAMS/HR/RFQ/Bihar/01/2017

Dated: 13th April, 2017

1. Strategic Alliance Management Services Pvt. Ltd (SAMS) hereby invites bids from Vehicle Providing Agencies for provision of Service of Vehicles to Technical Consultants for an initial period of one year, extendable for further period based on satisfactory performance of services and continuous need of the services.

2. The Scope of Services and Terms and Conditions of Contract are given in **Annexure-A**.

3. Eligibility and Qualification Criteria:

3.1 This invitation for quotations is open to all Organizations (Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under respective Act and Jurisdiction in India) who fulfil the eligibility and qualification criteria as specified below:

- (a) The bidder should be in the business of providing vehicle/taxi services for a period of three years as on due date for submission of quotations.
- (b) The bidder should have at least three vehicles registered as a commercial vehicle after December 2013.
- (c) The bidder should be providing / have provided vehicle hiring services to at least three Govt. Departments / institutions or establishments in Govt. or Private sectors during last three years as on due date for submission of quotations.
- (d) The bidder should not be currently debarred / blacklisted by any Govt. Department / Govt. institution / Public Sector Undertaking (PSU).

3.2 In support of above eligibility and qualification criteria, bidder should submit the following documents:

- (a) Documentary evidence in support of being in the business of providing vehicle/ taxi services for a period of three years as on due date for submission of quotations viz. Log Book, Invoice etc.
- (b) Copy of Registration Certificate (RC) of at least three Vehicles registered as commercial vehicle.
- (c) Copy of work orders for providing vehicle hiring services to Govt. Departments / institutions or establishments in Govt. or Private sectors.
- (d) Notarized Affidavit / Undertaking that the bidder is currently not debarred / blacklisted by any Govt. Department / Govt. institution / Public Sector Unit (PSU).
- (e) Copy of bidders' registration / certificate of Incorporation / copy of PAN and Service Tax Registration (if applicable)

3.3 The bidders who do not meet the above eligibility and qualification criteria specified above will be treated as ineligible and will not be considered further.

4. Schedule of Requirement:

Schedule No.	Name of District	Max. No. of Vehicles required at any time
1	Gaya	5
2	Patna	56
3	Purnia	9
4	Vaishali	4

5. Preparation and Submission of Bids:

5.1 Technical Bid:

- (a) Bidders should prepare a PDF file containing all documents as required under Para 3.2 above.
- (b) The said PDF file should be attached to a covering e-mail indicating subject line as "Technical Bid for Hiring of Vehicle Providing Agency in the State of Bihar" and sent it to consult@sams.co.in latest by **3:00 PM** on **28th April 2017**.

5.2 Financial Bid:

- (a) The bidders have option to quote for any one, all or combinations of Schedules as given in Para 4 above.
- (b) Bidders should duly fill and sign the Financial Bid as per format given in **Annexure-B**. Bidders may use separate sheets for submitting its quotation for each Schedule.
- (c) The scanned copy of the Financial Bid should than be attached to a separate covering e-mail indicating subject line as "Financial Bid for Hiring of Vehicle Providing Agency in the State of Bihar" and sent it to consult@sams.co.in latest by **3:00 PM** on **28th April 2017**.

6. Opening and Evaluation of Bids:

- (a) At first, the e-mail containing Technical Bids shall be opened by SAMS at **3.30 PM** on **28th April 2017**.
- (b) The Technical Evaluation of bids shall be carried out by the officials designated by SAMS.
- (c) The bidders evaluated as technically qualified shall be considered for opening of their e-mails containing Financial Bids at later date.
- (d) The Financial evaluation of bids shall be carried out for each Schedule separately.
- (e) During evaluation of bids, SAMS may waive minor deviations/reservations and seek additional documents from bidders. However, no change in price as originally quoted by bidders shall be permitted.

7. Validity of Quotations/bids:

The bids submitted by bidders should be valid for 60 days after the due date for submission of bids.

8. Negotiations and Award of Contract:

- (a) The bidder found submitting lowest price offer shall be considered for award of contract.
- (b) In exception circumstances, the lowest bidder may be asked for negotiation. In case, the negotiation does not conclude, the second lowest bidder may be offered for negotiation and award of contract.

9. SAMS reserves the right to reject any and or all bids without giving reasons thereof.

Director, SAMS

SCOPE OF SERVICES AND TERMS AND CONDITIONS OF CONTRACT

1. Background:

- 1.1 Strategic Alliance Management Services Pvt. Ltd. (hereinafter called 'Client' or 'SAMS') has signed a Long-Term Agreement (LTA) with International Development Organization, New Delhi for 'Provision of Technical Assistance towards Financial, Human Resources & Logistics Management in Bihar (hereinafter called 'Project').
- 1.2 In order to support implementation of Project, SAMS has appointed 56 Technical Consultants in the State of Bihar. The number of Technical Consultants may vary during implementation of Project. The implementation of Project requires need based travel by Technical Consultants within and outside base station. The geographic spread and associated base station of such consultants is as per Table below:

S. N.	Name of District / Base Station	No. of Technical Consultants
1	Gaya	2
2	Patna	50
3	Purnea	1
4	Purnia	2
5	Vaishali	1
	Total	56

- 1.3 SAMS intends to engage Vehicle Providing Agencies to make available Vehicles as and when needed by Technical Consultants. The brief Scope of Service is given below:

2. Standards of Vehicle:

- 2.1 The Vendor will provide standard vehicles for use by Technical Consultants, based in various locations in the State.
- 2.2 The Client's designated authorizing officer will intimate the number of vehicles required in various locations in advance to the Vendor, who will arrange the same to the Technical Consultant.
- 2.3 Vendor will ensure the vehicle is equipped with adequate safety measures and standard equipment.
- 2.4 The Client may add, alter or modify travel timings or route or number of trips as per necessity. Vendor shall run the vehicle for the above-mentioned purpose only or, otherwise as directed by the Technical Consultant.
- 2.5 All vehicles must be enabled with latest Global Positioning System (GPS) equipment and other safety instruments like fire extinguisher, hammer, etc.

3. Service Fee:

- 3.1 A copy of the Vehicle Log shall be appended by the Vendor to the bills submitted to Client's State Office for each journey. A copy of the Registration Certificate and Insurance Policy of the vehicle provided, shall also be appended.
- 3.2 All the invoices shall be raised by Vendor on or before 7th day of every subsequent month, and Client shall pay all the undisputed invoice within 30 days of receiving such invoice from the Vendor or within 7 days of receiving payments from its Client, whichever is later. The Client shall ordinarily make payment by bank transfer.
- 3.3 The Toll Tax / Parking Fee shall be paid by the Client as per actual and upon production of payment receipt.

4. Driver:

- 4.1 Vendor will provide well trained, experienced and technically qualified professional drivers with valid all India license with each vehicle.
- 4.2 Vendor will verify the antecedent of the Driver and certify the same to the Client.
- 4.3 Vendor will provide a mobile phone to the Driver.
- 4.4 The Driver shall arrange accommodation and food on his own and will not hold the Technical Consultant responsible for his personal maintenance and any liability that may arise during travel.
- 4.5 The Driver shall maintain a detailed Vehicle Log providing details of the route followed and all halts made. Satisfaction with and/or comments on timeliness and other service attributes by the Technical Consultant shall be a part of the log or duty slip.
- 4.6 The Driver should have knowledge of basic technical training in car maintenance.
- 4.7 At all times drivers are physically fit and free from any disease, injury or illness contagious or otherwise and shall always carry proper identification as provided by the Vendor.
- 4.8 Drivers shall maintain proper hygiene in the vehicle and observe good conduct, behavior and discipline, along with customer etiquette.

5. Vendor's Responsibilities:

- 5.1 Vendor shall comply with provisions of all laws, rules and regulations whatsoever in force and obtain and hold requisite licenses, permits and registers as may be required under any law in force, during the subsistence of this Agreement.
- 5.2 Vendor will hold Client harmless and indemnified from and against all claims, costs, charges and expenses for which Client may be liable under the Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, PF Act, The Employees State Insurance Act and the Workman's Compensation Act and any other applicable acts or law required to be complied with by Vendor and any amendments and modifications thereof and of all expenses to which it may be put there under through the acts or omission whether negligent/ willful or not on the part of Vendor. This indemnity shall be in addition to and not in lieu of any indemnity to which Client may be entitled in law.
- 5.3 The payment of wages and any other benefits by way of leave, provident fund, holiday, ESI contribution and any other statutory payments to the employees/drivers of Vendor shall be the exclusive liability and responsibility of Vendor. Vendor hereby agrees to indemnify Client against any claim made by its employees/drivers against the Client at any time. This is in addition to and not in lieu of any indemnity to which Client may be entitled in law. In case, any statutory payments have to be made by Client on account of staff employed by Vendor, Client shall be entitled to recover the same from Vendor and/ or to deduct such sum or sums from any amount payable to Vendor.
- 5.4 Vendor acknowledges that it has full responsibility for the Services rendered under the Agreement and hereby agrees to indemnify and keep Client indemnified at all times against all claims, costs, losses, (including but not limited to consequential or indirect loss), damages, expenses, suit and proceedings in respect of the same (including third-party claims). In the event of any damage caused to the Field Consultants, any property/material of the Client by the driver, Client shall be entitled to compensation which will be decided solely by the Client after ascertaining value of the damage. The decision of Client shall be final and binding on Vendor.
- 5.5 Vendor shall ensure that its drivers are attired in uniform bearing some identity of Vendor for the sake of security. Vendor shall further ensure that its drivers are given a suitable uniform while providing the services. All the employees/drivers should have police verification certificate and the same shall be provided by the Vendor to the Client for its perusal and record.
- 5.6 Vendor shall be responsible for taking proper and adequate insurance coverage of its drivers deputed on services to Client and the vehicles. Vendor shall provide a copy of the insurance cover to Client for its perusal and record.
- 5.7 Under no circumstances, employees/drivers of Vendor shall indulge in any activity which involves any unwelcome sexual behavior, humiliating conduct, causing mental agony and health hazards not limiting to the following as given below, failing which Client shall take strict legal action including filing police complaint, termination of the Agreement, withholding payments, etc. without any consequences:

- a) Unsolicited physical contact to any part of the body or the dress worn of the passenger;
- b) Showing picture/video/cartoons/drawings which contain objectionable or pornographic contents;
- c) Sexual demand by words or actions;
- d) Sending SMS, jokes, mails or letters that is conceived by the women as objectionable or sexual or pornographic;
- e) Talking or writing to woman that is considered sexually colored remarks like sentences used in movies which carry double meaning;
- f) Taking photographs of part of the body whether exposed or not;
- g) Manhandling, molestation, rape;
- h) Writing love letters or expressing love even after the woman has refused the proposal thereby giving mental torture;
- i) Showing signals or bodily gesture that is generally accepted to have as sexually implicit meaning;
- j) A man or woman abetting/cajole/compel/tempt another woman to accommodate sexual harassment;
- k) Doing sexually colored talk or discussing with another at such voice levels, which can be heard by woman passenger;

5.8 The vehicle shall be deployed exclusively for official use by the Technical Consultant and Vendor will charge only for the official usage of the vehicle. In case of personal use of the vehicle for whatsoever purpose, charges for the same should be directly recovered from the Technical Consultant.

6. Maintenance and Custody of the Vehicle:

- 6.1 The Vendor will maintain the vehicle in good condition with regular servicing. In case of any major break down requiring major repair the Vendor will provide an alternate vehicle to the Field Consultants. In case the Vendor is not able to provide the alternate vehicle, Client has the liberty to hire/arrange the vehicle of its own and deduct the expenses from the consideration to be paid to the Vendor in the next billing cycle.
- 6.2 The vehicle will be in the custody of the Driver at all the time, who will be responsible for parking, safety and cleanliness on a day-to-day basis.
- 6.3 Vehicles for the Services shall be in newly and satisfactory conditions. All the rules & regulations including licenses/permits as required by the Regional Transport Office (RTO) and other relevant governing bodies must be complied with including insurance(s), road tax, pollution checks, etc.
- 6.4 Client shall in no way be responsible/ liable to pay any compensation for any loss or damage, accident or injury caused to Vendor, its vehicles or any of its drivers. If any mishap happens while rendering of the Services and any Field Consultant suffer any injuries, etc. then the Service Provider shall be responsible for same and shall make good all cost and expenses incurred by the Technical Consultant and/or Client on behalf of such Technical Consultant.
- 6.5 Vendor shall perform and execute Services diligently, competently and professionally (within the context of normal professional standards of care as well as in line with the industry's best-practices standards), with due care, diligence and efficiency to the satisfaction of the Client.

7. Pre-closure of Agreement:

- 7.1 In the event the Vendor fails to provide the vehicle for a continuous period of 3 days, or the vehicle is not maintained as per the specified standards and for any other service deficiency including driver's misconduct, Client will terminate the Agreement with a request to withdraw the vehicle immediately on receipt of such notice. Client will not be liable for any payment for services after issuance of such notice to Vendor.
- 7.2 Either party can serve one-month written notice in advance for a pre-closure of the Agreement during the period of Agreement.

8. Governing Law and Settlement of Disputes:

- 8.1 If any dispute or difference arise at any time between the parties to the agreement relating to their respective rights, claims, liabilities hereunder or otherwise in any manner whatsoever in relation to or arising out of or concerning the Agreement, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement and in the event no amicable settlement/resolution is reached, the same shall be settled through arbitration by an arbitrator appointed by Client and the arbitrator would act as per the provisions of the Arbitration and Conciliation Act, 1996 and any modification thereto and the Venue of such Arbitration proceedings would be only in Delhi;
- 8.2 For all the disputes/settlements etc. only the courts in Delhi would have the jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the Republic of India.

9. Miscellaneous

- 9.1 Relationship: The Vendor shall be and shall operate as an independent party in the performance of the Agreement and not as an agent of the Client. The Vendor's drivers shall not be considered to be employees, agents or servants of the Client for any reason or purpose whatsoever, especially in any dealings with any third parties. Any representations made by the Vendor or their drivers/employees or affiliates shall not in any way be binding on the Client, and any liability which arises therefrom shall be to the account of the Vendor.
- 9.2 No Amendment: No modification or amendment of the Agreement or the Annexure(s) shall be valid or binding unless made in writing and agreed to by the parties.
- 9.3 Waiver: No failure or delay of the Client to insist upon the strict performance of any of the terms, conditions and provisions of the Agreement shall be construed as a waiver or relinquishment of future compliance therewith nor shall any single or partial exercise thereof include any other or further exercise thereof or the exercise of any other right, power or privilege and the terms, conditions and provisions of the Agreement shall remain in full force and effect unless and until waived in writing by the Client.
- 9.4 In no event will the Client be liable for any consequential, indirect, exemplary, special, or incidental damages arising from or relating to the Agreement.
- 9.5 The Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings both oral and written between the Parties with respect to such subject matter.

10. Specification of Vehicle(s) to be Provided by the Vendor:

- 10.1 The vehicle should be licensed to play as a taxi nationally and/or in the state of hiring and plying
- 10.2 The vehicle should have at least 1000 CC engine with air-conditioner
- 10.3 The vehicle should have high road clearance and be able to ply in kuccha roads
- 10.4 The vehicle should not be more than 5 year's old
- 10.5 The vehicle should have valid comprehensive insurance cover for passengers and third party
- 10.6 The vehicle should have a valid pollution certificate (PUC)
- 10.7 The vehicle should have adequate safety measures such as Seat Belts and Fire Extinguisher
- 10.8 The vehicle should be compliant in all respects with the Central and State Government rules.

10.9 List of Items in the Vehicle

1) **Suggested Equipment:**

- Map of the Area
- Compass
- Small Mirror
- Cell Torch

2) **Suggested First Aid Kit:**

- Aspirin/Tylenol
- Paracetamol
- Band - Aids
- Sterilized Gauze Pads
- Triangular Dressing
- Scissors
- Oral re-hydration packets

3) **Vehicle Emergency Kit:**

- Spare tyre
- Jack
- Tool kit
- Tow rope or chain
- Short handle shovel
- Drinking water

4) **Documents to be Present in Vehicle:**

- Registration Certificate
- Valid PUC
- Driver's License
- Insurance Policy
- Taxi and other valid permits (as applicable)
- Any other document as per State Govt. rules and regulations

11. Quality of Vehicles and Drivers

- 11.1 Vehicle should be in good running condition
- 11.2 Vehicle should be operated by an experienced, mature driver with a valid driving license.
- 11.3 Drivers should be well versed with regional/local routes, regional language(s)
- 11.4 Driver should bear a good moral character with no history of criminal, sexual and/or drinking offences
- 11.5 Driver should be sensitized to abstain from drinking and not be drug addict and treat women passengers with care and ensure their safety.
- 11.6 Driver should have sufficient money to meet transit expenses i.e. toll, fuel etc.

Financial Bid Format

[To be filled by Agency for each of the quoted Schedules. Separate sheets may be used for each quoted Schedules]

Schedule No(s). ____ [Please refer Para 4, 5.2 (a), (b) and 6(d)]

Particular	Rates (AC/ Non-AC Vehicles)							
	Vehicle Type Innova/ Xylo (AC)	Vehicle Type Innova/ Xylo (Non-AC)	Vehicle Type Scorpio/ Tavera/ Qualis (AC)	Vehicle Type Scorpio/ Tavera/ Qualis (Non-AC)	Vehicle Type Bolero/ Vista Indigo/ Sumo/ Swift Dzire (AC)	Vehicle Type Bolero/ Vista Indigo/ Sumo/ Swift Dzire (Non-AC)	Vehicle Type Indica/ Etios (AC)	Vehicle Type Indica/ Etios (Non-AC)
Local Charges (4 Hours & 40 Kilometers)								
Local Charges (8 Hours & 80 Kilometers)								
Extra per Hour rate								
Extra Per KM rate								
Out Station Charges per Kilometer (Minimum 250 Km per day)								
Monthly Plan 2500 Kilometers/ 12 hrs./ 26 days								
Railway Station Pickup/ Drop								
Night Halt Charges (after 10:00 PM)								
Service Tax (%)	_____ (please specify)							

* You can delete or add more type of vehicles, as per your availability in above format to have maximum options.

Financial Bid Format (Contd.)

We have gone through the contents of the RFQ Document carefully. The information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from.

We shall comply with all the requirements given in **Annexure-A** - Scope of Services and Terms and Conditions of Contract, in case contract is awarded to us.

We shall keep your bid valid for 60 days after the due date for submission of bids and shall abide by the Scope of Service and terms and conditions of Contract as given in **Annexure-A**.

Date: _____

Signature of the authorized person of the agency

Place: _____

with official seal/stamp