

Expression of Interest (EOI) Document

(Memo no. 1515 -RCWB/TR-4/2023, Date: 22.08.2023)/Sl. No.-1

(Memo no. 1515 -RCWB/TR-4/2023, Date: 22.08.2023)/Sl. No.-2

(Memo no. 1515 -RCWB/TR-4/2023, Date: 22.08.2023)/Sl. No.-3

Selection of Vehicle Hiring Agencies

for

**The office of the Resident Commissioner, Government of
West Bengal at New Delhi**

**The Resident Commissioner, Government of West Bengal
New Delhi**

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Disclaimer

The information contained in this EOI document or subsequently provided to the prospective Vehicle Hiring Agencies (Bidder), whether verbally or in documentary form by or on behalf of the Resident Commissioner, Government of West Bengal or any of its employees or advisors, is provided to the prospective Vehicle Hiring Agencies on the terms and conditions set out in this EOI document and any other terms & conditions subject to which such information is provided.

This EOI document is not an offer or invitation to any other party. The purpose of this EOI document is to provide the prospective Bidders, to whom it is issued, with information to assist the formulation of their Proposal submission. This EOI document does not purport to contain all the information each prospective Bidder may require. This EOI document may not be appropriate for all persons and it is not possible for the Resident Commissioner, GoWB at New Delhi and their employees or advisors to consider the objectives, financial situation and particular needs of each prospective Bidder. Certain prospective Vehicle Hiring Agencies may have a better knowledge of the proposed Empanelment than others. Each recipient must conduct its own analysis, to check the accuracy, adequacy, correctness and reliability of the information contained in this EOI document and is advised to carry out its own investigation into the proposed Empanelment, the legislative and regulatory regimes which apply thereto and all matters pertinent to the proposed Empanelment and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Empanelment. Resident Commissioner, GoWB at New Delhi and their employees and/ or advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, which may arise from or be incurred or suffered in connection with anything contained in this EOI document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI document and any assessment, assumption, statement or information contained therein or any matter deemed to form part of this EOI document, the award of the Empanelment and any other information supplied by or on behalf of Resident Commissioner, GoWB at New Delhi or their employees, advisors or otherwise arising in any way from the selection process for the Empanelment. Resident Commissioner, GoWB at New Delhi may in its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this EOI document. The information that Resident Commissioner, GoWB at New Delhi is in a position

to furnish is limited to this EOI document and the information available at the contact addresses given in

Proposal Data Sheet.

This EOI document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than, in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Empanelment in accordance with this EOI document, the information contained in the EOI document shall not be divulged to any other party. The information contained in the EOI document must be kept confidential.

The Resident Commissioner, GoWB at New Delhi reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the EOI document, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

Invitation for EOI

1. The Resident Commissioner, GoWB at New Delhi intends to select Transport Operator / Vehicle Hiring Agencies for the official use of VIPs, dignitaries and senior officials of Government of West Bengal in Delhi, NCR and outside the boundaries of NCR as well as and when required.
2. Separate memorandum of agreement (MOA) shall be entered into by and between the Resident Commissioner, Government of West Bengal at New Delhi and the respective successful Vehicle Hiring Agency/Agencies.
3. A 'Two Stage Bidding' process (both Technical and Financial) will be followed for determining the successful Vehicle Hiring Agency/Agencies, wherein prospective Bidder would submit their proposals on / before the proposal due date, as mentioned in the Proposal Data Sheet. The bidders shall submit detailed Technical and Financial proposals for selection by the Resident Commissioner, Government of West Bengal as set out in this EOI document.
4. A level or standard of service, as specified in this EOI document, would have to be maintained by the successful Vehicle Hiring Agency/Agencies.
5. Interested Vehicle Hiring Agencies/Operator shall be required to submit their Technical proposals for empanelment as per format given in this EOI document. The Resident Commissioner, GoWB at New Delhi would evaluate the Technical proposals and the financial proposals as per the e Vehicle Hiring criteria mentioned in this EOI document.
6. Selection would be based on the minimum qualifying marks secured in the Technical proposal Vehicle Hiring, and the firms shall be selected by the Resident Commissioner, GoWB subject to scoring a minimum of **50 marks** in their technical proposal and final selection in the L1 criteria of the financial bid.
7. The complete proposals should be submitted on-line on or before the Proposal due date as specified in Proposal Data Sheet (**latest by 11:00 am on 13.09.2023**) in the manner specified in this EOI document. The Resident Commissioner, GoWB shall not be responsible for any delay in receiving proposal and reserves the right to reject any or all proposals without assigning any reason thereof.
8. The applicant, who is to be a reputed operator of vehicles, shall be a single entity (proprietorship, partnership or company) and no consortium shall be allowed.

Request for EOI

1. The Resident Commissioner, GoWB invites proposal for selection of Vehicle Hiring Agencies / Operators, engaged in hiring DLY cars (A.C.) preferably **Dzire, Honda City/ Ciaz , Innova / Innova Crysta** etc. at the prevailing rates at New Delhi, to be empanelled on the panel of the Resident Commissioner, GoWB at New Delhi. They would be required to provide vehicles to the office of Resident Commissioner, GoWB at New Delhi in accordance with the procedure set out herein.
2. The cars would be hired on daily basis for 80 km and 8 hours for official use of VIPs, dignitaries and senior officials of Govt. of West Bengal in Delhi, NCR and as and when required outside NCR as well.
3. The proposal shall be valid for a period not less than 60 days from the proposal due date or any extensions thereof as specified by the Resident Commissioner, GoWB from time to time.
4. The Resident Commissioner, GoWB has adopted a two stage selection process in evaluating the proposals. A technical e Vehicle Hiring of those Operators / Agencies, fulfilling the basic criteria asset out in this EOI, will be carried out as specified at Clause no. 06 of 'Invitation for EOI' in this EOI. Based on this technical e Vehicle Hiring and financial proposal, the Vehicle Hiring Agency will be selected.
5. The successful operators/agencies shall be required to carry out the work as per the TOR laid down in this EOI document.
6. All payments to the successful Bidders shall be made in INR and though ECS banking.

General Terms and Conditions

1. Interested Agencies / Operators engaged in hiring of such cars will have to submit their proposal in both Technical bid form and Financial bid form as per the format provided in Annexure –A and Annexure- B(i), B(ii), B(iii)
2. The vehicle should be in decent and roadworthy condition, Taxes paid up to date with comprehensive insurance coverage and premium paid up to date, conforming to the latest requirements of the Transport Department of the Government of Delhi, carrying proper Insurance coverage and having pollution under control certificate besides having clean and hygienic interiors. Any car not found to the satisfaction of the hiring Authority will be sent for immediate replacement for which this office will have no liability.
3. The intending agencies should indicate the total no. vehicles in the fleet available with them. Preference would be given to the agency having minimum number of 10 Sedan / D'zire or similar Cars in their fleet). RC Copies indicating ownership details to be attached.
4. The firm must possess a valid **PAN / TAN / GST Registration Number**. Such selection will remain valid for a period of **ONE year (1 year) from the date of issue of the work order**
5. Any incomplete application will be treated as null and void.
6. The undersigned reserves all discretion to declare this selection process null and void at any stage hereafter, even after such selection is put in force, if the reason thereof, so arises / as per discretion.
7. The undersigned reserves the right to accept or reject any/ all of the quotations without assigning any reason thereof. Acceptance of the lowest or any other quotation is not obligatory.
8. Agencies willing to accept aforesaid norms may quote their rates separately for different types of vehicles (A.C) as also for extra KM/hour.
9. Tender documents may be downloaded from website <https://www.wbtenders.gov.in> and shall be submitted online as per the date / time schedule stated in Clause no. 07 of 'Invitation for EOI' of this EOI. The documents submitted by the bidder should be properly indexed and self attested with seal of the Company.
10. The intending bidders shall clearly understand that what ever may be out come of the present invitation of bid, no cost of bidding shall be reimbursable by the authority. The authority of the Resident Commissioner, New Delhi, Government of West Bengal reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any bidder at any stage of bidding.
11. No conditional / incomplete bid / tender will be accepted under any circumstances.
12. The authority of the Resident Commissioner, New Delhi, Government of West Bengal reserves the right to cancel the EOI due to unavoidable or unforeseen circumstances and no claim in this respect will be entertained. At any stage of bidding or even after the award of contract, if any inadvertent typographical mistake is found in the item

rate of BOQ or any other tender document, the same will be corrected as to conform to the technically sanctioned document as the case maybe.

13. During scrutiny or at any stage of bidding or even after award of contract, if it is detected by the tender inviting authority that the credential or any other papers are in correct / manufactured/fabricated, that bid shall be considered a non-responsive and out rightly rejected with forfeiture of earnest money and other actions may be initiated as per the rules in vogue.
14. Before issuance of the work order, the tender accepting authority may verify physically the credential and other documents of the lowest bidder. After verification, if it is found that the documents submitted by the lowest bidder are either manufactured or false, the work order will not be issued in favour of the bidder under any circumstance sandaction may be taken as per rules in vogue and procedure besides for feiture of earnest money.
15. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede the former one in all cases.
16. The successful bidder should be able to start the operation within 07 days of letter of award of contract of post bidding process.
17. Any loss to the property of the Government due to willful or negligent activities of the staff of the Agency in question shall have to be made good by the concerned Agency.
18. The tenderer whose tender is considered to be L1, upon intimation being given to him/ them in writing, shall report to the officer authorized by the Resident Commissioner, Govt. of West Bengal, New Delhi.
19. Vehicles shall be provided even on short notice or on oral instructions and irrespective of the number of vehicles indented for use. The vehicles shall be made available without any delay even on holidays, 24 hours throughout the year. The vehicles must be supplied within 2 hours of requirement /requisition.
20. Preference will be given to the firm with operational setup within 5 km of this office.
21. The liability under relevant sections of Motor Vehicle Act 1968 and subsequent amendments and IPC causing death or permanent disability caused by the vehicle supplied by the contractor, the hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
22. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations within the optional jurisdiction is the sole responsibility of the agency and any breach of such laws or regulations shall be deemed to be breach of this contract.
23. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving.
24. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent disability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
25. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. The contractor shall be responsible for complying with all the labour

laws of Government of NCT of Delhi, Payment of wages, Accidental Insurance, ESI, Bonus etc.

26. The Government of West Bengal / Resident Commissioner is not liable for any of the omission and commission from the contractor's side ,and have no responsibility with regard to payment/settlement to the drivers etc.
27. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. The driver should have an Identity card issued by the company covering detail of the driver.
28. The required class of vehicle as booked by this office should be sent accordingly. If any vehicle of higher classis sent, due to non availability of vehicle ,by the transporter , payment will be made according to the class of vehicle originally booked by this office.
29. In tending agencies /operators may download the tender documents from the website directly using of Digital Signature Certificate (DSC) and submit with necessary earnest money online. (Details of which has been narrated in“ instruction to bidders” ,i.e .,Section –A). Where an individual person holding digital signature certificate in his /her own name duly issued to him /her against the Company or the Firm for which he / she happens to be a Director or Partner, such individual person shall, while uploading any tender for and on behalf of such Agency or firm, shall invariably upload a copy of registered power of attorney showing their authorization in his / her favour by the company or firm.
30. Necessary earnest money will have to be deposited by the bidder electronically online through net banking enable bank account, maintained at any bank, or by generating NEFT / RTGS challan from the e-tender portal. Intending Agency / Operator will get the beneficiary details from e-tender portal with the help of DSC. Intending bidder who wants to transfer EMD through NEFT / RTGS must read the instruction of the challan generated from e-procurement site. Bidders are also advised to submit EMD of their bid, at least 3 (three) working days before the bid submission closing date as it requires time for processing of payment of EMD.

Submission of Proposal

Tender documents may be downloaded from website <https://www.wbtenders.gov.in> and shall be submitted online as per the date/time schedule stated in clause no.07 of 'Invitation for EOI' of this EOI. The documents submitted by the bidder should be properly indexed and self attested with seal.

Proposal Due Date

Proposal should be submitted on or before the Proposal Due Date, specified in the Proposal Data Sheet, at the address provided in Proposal Data Sheet in the manner and form as detailed in this EOI document.

The, "Resident Commissioner GoWB" may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with provisions of this EOI uniformly for all prospective Vehicle Hiring Agencies.

Late Proposals:

Any Proposal received by "Resident Commissioner, GoWB" after 11.00 am on the Proposal Due Date shall not be accepted.

Technical qualification

1. The company / Agency should have been registered at least for 5 years.
2. Should be a Contractor with Govt. of India / Public Sector Undertaking / State Government, Embassies or Multi-National Companies, (Proof – letter of engagement to be produced).
3. Should have a fleet of at least 15 cars of high and luxury models and other ordinary types of vehicles of A.C. Sedan & SUV's (Dzire, Honda City/ Ciaz , Innova / Innova Crysta etc.), Photocopy of R.C. Book/ Smart Card of vehicles to be enclosed.
4. Copies of Income tax return for the assessment years 2021-22 & 2022-23 & 2023-24 (last three years) are to be enclosed.
5. Proof for having the valid license of local Government Authorities for doing the business in Delhi for the last 5 years should be produced.
6. Technical bid should contain an **EMD of Rs. 15,000/-** (Rupees Fifteen thousand only) refundable to the unsuccessful bidder and treated as part of security deposit for the successful bidder. (Per Expression of Interest (EOI) Document).
7. Type of fuel to be used in the vehicles deployed should be as per environmental norms and relevant orders of National Green Tribunal, New Delhi.

Evaluation Process

The “Resident Commissioner GoWB” shall open/register the **proposals at 11:00 AM on the due date**, as notified in Data Sheet.

The “Resident Commissioner, GoWB” would subsequently examine and evaluate Technical Proposals in accordance with the Selection Process specified in this EOI and the criteria set out in this EOI.

Prior to evaluation of Proposals, the “Resident Commissioner, GoWB” will determine whether each Proposal is responsive to the requirements of the EOI. A Proposal shall be considered responsive only if:

- (a) it is received in the form specified;
- (b) it is received by the Proposal Due Date including any extension thereof.
- (d) it is signed, sealed, bound and marked as stipulated;
- (e) it contains all the information (complete in all respect) as requested in the EOI document;
- (f) it does not contain any condition or qualification;
- (g) it is not non-responsive in terms here of; and
- (h) meets the selection criteria as mentioned in this EOI

The “Resident Commissioner, GoWB” reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the “Resident Commissioner, GoWB” in respect of such Proposals .After the technical eVehicle Hiring, the “Resident Commissioner, GoWB” would evaluate a list of shortlisted Transport Operator / Agencies in respect of those qualifying the minimum eligibility criteria in the Technical bid/round in with the Proposal data sheet. Vehicle Hiring Agencies are advised that Selection will be entirely at the discretion of the “Resident Commissioner, GoWB”. Vehicle Hiring Agencies will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given by the “Resident Commissioner, GoWB”.

Criteria for Evaluation

(Marking system)

In the first stage the Technical proposal would be evaluated on the basis of the criteria given in this EOI. For detail evaluation the following marking system would be followed.

(marking system)

<u>Sl. No.</u>	<u>Criteria</u>	<u>Total Marks</u>	<u>Marking system</u>
1.	Number of fleet: (Registration Certificate Copy in the name of same entity. RC copy must be uploaded, and should not be older than 2018 year make)	15 (Max)	>or=to15 numbers of vehicles would entail a score 5 and an increase of 1 mark each for every 5 vehicles. <i>(Equal to 15 vehicles carries 5 marks, > 15 vehicles, for every 5 vehicles an added mark would be incorporated.)</i> **
2.	Number of Sedan vehicles (CIAZ / Honda City) (Registration Certificate Copy in the name of same entity. RC copy must be uploaded, and should not be older than 2018 year make)	10 (Max)	>or=8 numbers of vehicles would entail a score 5. <i>(=8vehicles carries 5marks, More than 8 vehicles, for every 5 vehicles an added mark would be incorporated.)</i> **
3.	Number of SUV (Innova / Innova Crysta) vehicles, (Registration Certificate Copy in the name of same entity. RC copy must be uploaded, and should not be older than 2018 year make)	10 (Max)	>or=8 numbers of vehicles would entail a score 5. <i>(=8vehicles carries 5marks, More than 8 vehicles, for every 5 vehicles an added mark would be incorporated.)</i> **
4.	Number of vehicles within 3 years of registration	10 (Max)	Atleast 15 numbers of vehicles would entail a maximum of 10 marks. [Lesser nos. fulfilling criteria would have actuals as score]
5.	Number of Drivers	10 (Max)	>or=12 drivers (commercial license),would entail a maximum of 10 marks <i>(the figures entered would be the proportion of score, subject to the maximum marks of 10)(Please submit the photocopy with details of license.)</i> [Lesser nos. fulfilling criteria would have actuals as score]

6.	Company presence in different cities	10 (Max)	Company registered in Delhi would entail 5 marks and presence in other cities an additional mark each for every city (other than Delhi.)
7.	Number of engagement at different Government Institution	15 (Max)	Prior engagement with offices of the Resident Commissioner of the States/UTs and Govt. of India institutions (atleast 1) would entail 5 points. <i>(with every added additional 1 would be incorporated)</i>
8.	Distance of Company's Garage	10 (Max)	Distance from Company's garage to Connaught Place, Delhi, with in the radius of 5 kms would entail 10 marks and 1 (negative) point would be deducted with every increase in kilometre above 5 kms.
9.	Driver's Uniform	10 (Max)	At least 10 Drivers engaged in uniform with attached I-card would have a basic of 10 marks. <i>(Please submit the photocopy with details.)</i> [Lesser nos. fulfilling criteria would have actuals as score]

****N.B.:-Minimum score of 5 mandatory for SL. No. 1&2 &3 irrespective of the total score.**

****N.B.:-Minimum score of 3 mandatory for sl. No. 7 irrespective of the total score.**

Terms of Reference

I. General

1. Vehicle should report on time at the reporting address as directed.
2. **All the Vehicles supplied by the operator should not be older than 2018 year make.**
3. In the event of any breakdown, immediate replacement should be provided and same type of car will have to be deployed and the driver shall not be changed without prior notice.
4. While sending vehicle for duty on receiving requisition, instruction should be given to the driver to get the time ,place ,and meter reading recorded on the duty slip and signed by the user (S) of the car at the end of the days' duty, positively. **Further Name ,Designation, Mobile Nos. of the concerned officer should be duly noted on the duty slip, without which payment claim may not be entertained.**
5. **Extra Kms above ceiling limit (Hrs / Kms) should be signed specifically,** else payment would be withheld. .If beyond limit the driver has to ensure that the office while releasing from duty has to sign on the extra / KM travelled. The duty slip should contain details of travel made by the concerned officers. **Parking slip & toll paid if any needs to be signed by the officer using the vehicle, for claims raised by agency.**
6. This office is liable to pay only the charges from (Bhawan to Bhawan).The duty hour/KM will start from **Banga Bhawan, 3, Hailey Road, New Delhi, / 2, Pandit Uma Shankar Dixit Marg, Chankyapuri, New Delhi- 110021, / As per reporting venue.**
7. Night Charges will be applicable between 11:00 PM and 05:00AM.
8. **Extra Km/ Hour whichever is higher would be paid.**
9. Any loss to the property of the Government due to willful or negligent activities of the staff of the Agency in question shall have to be made good by the concerned Agency.
10. The tenderer whose tender is considered to be L1, upon intimation being given to him/ them in writing shall attend the officer authorized by the Resident Commissioner, Govt. of West Bengal, New Delhi.
11. Vehicles shall be provided even on short notice or on oral instructions and irrespective of the number of vehicles indented for use. The vehicles shall be made available without any delay even on holidays, 24 hours throughout the year.
12. Preference will be given to the firm within 5 km of this office.

13. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
14. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the agency and any breach of such laws or regulations shall be deemed to be breach of this contract.
15. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving.

II. Penalty Clause:

- a) The cost of damages if any caused to the properties and premises of Banga Bhawan by the hired vehicle / any staff of the operating agency will be recovered from the operating agency.
- b) In case of non-availability of vehicles ,this office/Transport Cell reserves the right to avail of the vehicles from other empanelled agencies.
- c) In case the empanelled agency is not able to provide the required number of vehicles, then it is open for this office to avail the services from other source, and in that case ,the excess payment if any between the agreed rate and the rate claimed by the other Agency / institution will be recovered from the agency concerned.

III. Security Deposit:

EMD, converted into security deposit ,will be non-interest bearing and this will be refunded on completion of the contract period. The Security Deposit shall be valid for a period of 12 months from the date of issue.

IV. Force Majeure Clause:

Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, Pandemic or Epidemic, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.

V. Basic requirements of Drivers to be deployed for Duty:-

- a) Drivers deployed for duty should be absolutely courteous, polite and well-mannered and should fulfill statutory requirement of driving such vehicle like holding a valid Driving License etc. It will be his duty to keep the vehicles in a neat and clean condition.
- b) A vehicle allotted to a dignitary should continue during the entire stay of the dignitary generally. Unless there arises any mechanical problem with the vehicle or the dignitary himself is willing to change the vehicle.
- c) The Drivers provided for such taxi should not have any criminal record and also should not be involved in any motor vehicle accident case in the last 5 years and his credentials should be duly checked by the operator before deploying him for Banga Bhawan and a certificate to the effect is to be furnished by the operator.
- d) Drivers should wear a uniform while on duty (for any one colour for all drivers deployed for Banga Bhawan).
- e) The drivers must have a valid commercial driving License, have sufficient driving experience, familiar with the roads and important landmarks of New Delhi/ Noida/ Gurgaon/ Delhi NCR. They should be neatly attired, disciplined and courteous, **adhere strictly to duty hours** and perform duties as per orders issued by the competent authority from time to time. Driver must maintain **personal hygiene standards and wear clean uniform**. Any case of inebriation / alcoholism during duty hours reported, would result in blacklisting and bill payment would be withheld.
- f) Details of the vehicle Viz: Driver's Name, Mobile Number, and Car nos. has to be submitted to the **Transport Cell**, Office of the Resident Commissioner, Government of West Bengal, New Delhi (Tell No. 2374-2695), **latest by 06:00 PM** (one day prior to deployment) in order to upload & circulate SMS to concerned Officers & Drivers.

VI. Payment Terms:

- a) The billing will be done on submission of invoices .Bill should be neatly typed and submitted in duplicate in connection with service to this office. Payment will be made on scrutiny of records through NEFT/ RTGS. TDS shall be deducted as per Government order / statutory requirement.
- b) It should be ensured that there is no overwriting in duty slips. In no case, duty slips without signatures will be accepted for the payment and if it is found so, the amount will be disallowed.
- c) Payment will be made after production of the pre-receipted bills (in Duplicate) to this Department through RTGS. (No advance payment will be made by the Department in any case).
- d) The billing will be done on monthly basis. Bills should be typed and in duplicate ,and should be submitted to this office within the 1st week of the following month.
- e) Tax will be deductible as per norms applicable and or as per the orders of IT Department. A certificate will be issued by this office, in this regard, in due course.

VII. Special Conditions of Contract:

- a) The vehicles must be supplied within 2 hours of requirement /requisition.
- b) Preference will be given to the firm within 5 km of this office.
- c) The liability under relevant sections having office of Motor Vehicle Act 1968 and subsequent amendments and IPC causing death or permanent disability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
- d) The engagement and employment of drivers and payment of wages to them as per existing provisions of variouslabourlawsandregulationsisthesoleresponsibilityofthecontractorandanybreachofsuchlaws or regulations shall be deemed to be breach of this contract. The contractor shall be responsible for complying with all the labour laws of Government of NCT of Delhi, Payment of wages, Accidental Insurance, ESI, Bonus etc.
- e) The Government of West Bengal /Resident Commissioner is not liable for any of the omission and commission from the contractor's side, and have no responsibility with regard to payment/ settlement to the drivers etc.
- f) The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. The driver should bear an ID card issued by the company covering detail of the driver.
- g) The required class of vehicle as booked by this office should be sent accordingly .If any vehicle of higher class is sent, due to non-availability of vehicle, by the transporter , payment will be made according to that class of vehicle originally booked by this office, and the payment will be made accordingly.

Proposal Data Sheet

Date and time schedule:-

- a. **Date of publishing NIT & Technical documents:24.08.2023**
- b. **Document download start date :24.08.2023**
- c. **Pre-bid meeting & venue : 05.09.2023 (Office of the Resident Commissioner, Govt. of West Bengal, A/2 State Emporia Buildings, Baba Kharak Singh Marg, New Delhi.) (12:00PM)**
- d. **Start date of uploading of bid document: 24.08.2023**
- e. **End date for uploading of bid document :13.09.2023, 11:00 hrs.**
- f. **Date of opening of technical bid :15.09.2023, 11:00AM**
- g. **Date of opening of financial bid : 15.09.2023, 2:00PM**

Appendices

1. *Appendix1 Covering Letter*

To

**The Resident Commissioner
Government of West Bengal
A-2 State Emporia Building, Baba Kharak Singh Marg,
New Delhi – 110 001.**

Subject: Selection of Operator / Vehicle Hiring Agency for Empanelment at the office of the Resident Commissioner, GoWBs Panel.

Dear Sir,

1. With reference to the EOI Document for the captioned Empanelment, we, having examined all relevant documents and understood their contents, here by submit our Proposal for selection as **Operator / Vehicle Hiring Agencies** for the proposed panel. The Proposal is unconditional and unqualified. We confirm that we have examined the terms and conditions published in the EOI and accordingly submitting the application.
2. EMD of Rs. 15,000 (Rupees fifteen thousand only) is to be submitted online, Per expression of Interest (EOI) Documents, i.e. **15,000/- each for :-**
(Memo no. 1515 -RCWB/TR-4/2023, Date: 22.08.2023)/Sl. No.-1
(Memo no. 1515 -RCWB/TR-4/2023, Date: 22.08.2023)/Sl. No.-2
(Memo no. 1515 -RCWB/TR-4/2023, Date: 22.08.2023)/Sl. No.-3
3. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
4. This statement is made for the express purpose of selection as the **Operator / Vehicle Hiring Agencies** on the panel of “**Resident Commissioner, Government of West Bengal**”.
5. We shall make available to the “**Resident Commissioner, Government of West Bengal**” any additional information, it may deem necessary or require for supplementing or authenticating the Proposal.
6. We acknowledge that the right of the “**Resident Commissioner, Government of West Bengal**” to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Court or a judicial pronouncement or arbitration award against us, nor have been expelled from any Empanelment or contract nor have had any contract terminated for breach on our part.
8. We declare that:

a) We have examined and have no reservations to the EOI Documents, including any Addendum thereto, issued by the “**Resident Commissioner, Government of West Bengal**”;

b) We do not have any conflict of interest in accordance with provisions of the EOI Document;

c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the “**Resident Commissioner, Government of West Bengal**” or any other public sector enterprise or any Government, Central or State; and

d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of the EOI, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

e) We hereby declare that if appointed as the Operator/Vehicle Hiring Agency, We will be liable to fulfil all the obligations enumerated in this EOI document and Agreement.

9. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Operator / Vehicle Hiring Agency, without incurring any liability in accordance with the provisions of EOI document.

10. We certify that we have not been convicted by any Court of Law or indicted or otherwise have adverse orders passed against us by any Regulatory Authority which would cast a doubt on our ability to get empanelled as Operator/Vehicle Hiring Agency or which relates to a grave offence that outrages the moral sense of the community.

11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.

12. We further certify that no investigation by a Regulatory Authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/Employees.

13. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever otherwise, arising to challenge or question any decision taken by the Resident Commissioner, Government of West Bengal at New Delhi in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above mentioned Empanelment.

14. We agree and understand that the proposal is subject to the provisions of the EOI document. In no case, shall we have any claim or right of what so ever nature if the selection for any Empanelment is not awarded to us or our proposal is not opened or rejected.

16. In the event of our firm being selected as the Operator / Vehicle Hiring Agency, we agree to enter into an Agreement in accordance with the provisions of the EOI. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

17. We understand that this is only an empanelment exercise and actual resource deployment on the Assignments shall occur through the competitive bidding, after another limited tender exercise undertaken by the respective authorities, from amongst the empanelled Operators/ Vehicle Hiring Agencies. We agree to ensure the availability of the resources proposed in our proposal for such hiring services within 15 days of the final selection by the respective authorities.

18. We understand that the billing of the resources will occur only against the actual deployment on the Assignments and as per the financial bids finalized in the process thereof.

19. We have studied the EOI and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the “Resident Commissioner, GoWB” or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Vehicle Hiring assignments.

23. We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our staff and drivers for carrying out their duties and responsibilities with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.

24. We understand that:

(i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the Resident Commissioner, Government of WB would be entitled to terminate our engagement for the Proposed empanelment/assignment, in whole or in part, if such termination is absolutely necessary in view of the Government to avoid the appearance of a Conflict of Interest.

(ii) The Resident Commissioner, GoWB would be entitled to terminate our empanelment if any of the affirmation / declaration / undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.

25. We agree and undertake to abide by all the terms and conditions of the EOI Document. In witness thereof, we submit this Proposal under and in accordance with the terms of the EOI Document.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

2. Appendix2 Letter of undertaking

To
**The Resident Commissioner
Government of West Bengal
A-2 State Emporia Building, Baba Kharak Singh Marg,
New Delhi – 110 001.**

Subject: Selection of Operator / Vehicle Hiring Agencies for Empanelment at the office of the Resident Commissioner, GoWB's Panel.

We hereby agree and undertake as under:

(i) That, notwithstanding any conditions, whether implied or mentioned in our Technical Proposal, we agree to the terms and conditions as contained in the EOI document provided to us.

(ii) That if empanelled and for the specific Empanelment (s) mandated to us, we/our associates/group companies /affiliates will not bid for the same company/enterprise (s) as acquirer/promoter/Consultant and / or rate the proposed company(s).

We hereby represent and confirm that our proposal is unconditional.

Dated this.....Day of..... 2023

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Other documents to be submitted with the bid:

- i. Bid document duly signed.
- ii. Copy of PAN of bidder
- iii. GST certificate
- iv. Financial Statement consisting of Balance Sheet & Profit & Loss Account.
- v. Copy of IT return & Service Tax / GST Return for last three years (2021-22, 2022-23 & 2023-24).

Annexure – A: Formats for Technical Bid

Empanelment of Agency / Agencies for **hiring** DLY cars, (air-conditioned) preferably **Dzire, Honda City / Ciaz , Innova / Innova Crysta** etc

Documents to be submitted (with Quotations) FOR TECHNICAL PROPOSAL (scan copy)

Sl. No.	Description	
1	Tenderer Firm's Name & Address	
2	Name, Telephone No, Mobile no, email of authorized contact person	
3	Date of Registration and Registration Details	
4	Firm's Details (Proprietorship, Partnership, Company, Corporate Body	
5	GST Regn. No.	
6	PAN No	
7	Should have a fleet of at least 15 cars of high and luxury models and other ordinary types of vehicles of A.C. (Dzire, Honda City / Ciaz & Innova / Innova Crysta) , Photocopy of R.C. Book/ Smart Card of vehicles to be enclosed.	
8	Copies of Income tax return for the assessment years 2021-22, 2022-23 & 2023-24 last three years are to be enclosed.	
9	Work order of supplying of DLY Cars in Govt. offices / Multi National Companies (Photocopy of Work order and satisfactory report to be attached). If attached would have preference.	
10	Bank details (Current A/c no., IFSC Code & Branch Name, along with a cancelled cheque).	
11	EMD Amount Rs.15,000/- (only online provisions)	
12	Declaration Clause: I/we hereby agree to the terms & conditions of the tender, and as an acceptance my signature is appended below	

Authorized Signatory & Seal

Annexure-B(i)

**FINANCIAL BID-RATE TO BE QUOTED (Exclusive of taxes) (Figure
in Rupees)**

Tender Inviting Authority: < Office of the Resident Commissioner, Govt. of West Bengal, New Delhi. >

Name of Work: < Vehicles to be provided on Rental Basis for Govt. purpose > Contract No: <

Memo No. 1515 -RCWB/TR-4/2023/ SI-1 >

Name of the Bidder /

Bidding Firm / Company:

	Item Description (Vehicle Type)	Sedan (Dzireetc)
1	80KM & 08 Hrs.	i) To be filled up directly as Online BOQ ii) Same to be reflected in the Online scanned copy submitted in the online Financial cover
2	Extra Rate @ Per KM	13
3	Extra Rate @ Per Hour	50
4	Night Charges from 11:00 PM to 05:00 AM	100
5	Monthly rate for 2500 KMs, 10 hours a day & 300 Hours in a Month (On Monthly Basis) *(Quote Optional)	To be reflected only in the Online scanned copy submitted in the Online Financial Cover
6	Rates for service outside the NCR per KM (Minimum mileage of 200 KMs per day) *(Quote optional)	To be reflected only in the Online scanned copy submitted in the Online Financial Cover

*** To be filled up directly online, as well as on a scanned copy
of company letterhead bearing this format, duly filled in and
signed, to be uploaded in the online financial cover. Please
refer above tabulated format for details.**

Signature of Tenderer

Annexure-B(ii)

FINANCIAL BID-RATE TO BE QUOTED (Exclusive of taxes) (Figure in Rupees)

Tender Inviting Authority: < Office of the Resident Commissioner, Govt. of West Bengal, New Delhi. >

Name of Work: < Vehicles to be provided on Rental Basis for Govt. purpose > Contract No: <

Memo No. 1515 -RCWB/TR-4/2023/ SI-2 >

**Name of the Bidder /
Bidding Firm / Company:**

	Item Description (Vehicle Type)	Sedan (Honda City / Ciaz etc)
1	80KM & 08 Hrs.	i) To be filled up directly as Online BOQ ii) Same to be reflected in the Online scanned copy submitted in the online Financial cover
2	Extra Rate @ Per KM	14
3	Extra Rate @ Per Hour	100
4	Night Charges from 11:00 PM to 05:00 AM	150
5	Monthly rate for 2500 KMs, 10 hours a day & 300 Hours in a Month (On Monthly Basis) *(Quote Optional)	To be reflected only in the Online scanned copy submitted in the Online Financial Cover
6	Rates for service outside the NCR per KM (Minimum mileage of 200 KMs per day) *(Quote optional)	To be reflected only in the Online scanned copy submitted in the Online Financial Cover

*** To be filled up directly online, as well as on a scanned copy of company letterhead bearing this format, duly filled in and signed, to be uploaded in the online financial cover. Please refer above tabulated format for details.**

Signature of Tenderer

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Annexure-B(iii)

**FINANCIAL BID-RATE TO BE QUOTED (Exclusive of taxes) (Figure
in Rupees)**

Tender Inviting Authority: < Office of the Resident Commissioner, Govt. of West Bengal, New Delhi. >

Name of Work: < Vehicles to be provided on Rental Basis for Govt. purpose > Contract No: <

Memo No. 1515 -RCWB/TR-4/2023/ SI-3 >

**Name of the Bidder /
Bidding Firm / Company:**

	Item Description (Vehicle Type)	SUV (Innova / Innova Crysta etc)
1	80KM & 08 Hrs.	i) To be filled up directly as Online BOQ ii) Same to be reflected in the Online scanned copy submitted in the online Financial cover
2	Extra Rate @ Per KM	15
3	Extra Rate @ Per Hour	100
4	Night Charges from 11:00 PM to 05:00 AM	150
5	Monthly rate for 2500 KMs, 10 hours a day & 300 Hours in a Month (On Monthly Basis) *(Quote Optional)	To be reflected only in the Online scanned copy submitted in the Online Financial Cover
6	Rates for service outside the NCR per KM (Minimum mileage of 200 KMs per day) *(Quote optional)	To be reflected only in the Online scanned copy submitted in the Online Financial Cover

*** To be filled up directly online, as well as on a scanned copy
of company letterhead bearing this format, duly filled in and
signed, to be uploaded in the online financial cover. Please
refer above tabulated format for details.**

Signature of Tenderer

SUBMISSION OF TECHNICAL AND FINANCIAL BIDS

The quotation should reach the undersigned as enumerated as follows:-

Date of uploading of NIQ Document, (Publishing Date)	24.08.2023
BID Submission Start Date	24.08.2023
Pre-bid meeting & venue	05.09.2023, (O/o the Resident Commissioner, New Delhi, 12:00 PM
Bid Submission Closing Date	13.09.2023, 11:00 AM
Bid Opening date for Technical Proposals	15.09.2023, 11:00 AM
Date of uploading list for Technically qualified Bidder	15.09.2023, 2:00 PM

Memo no- 1515 -RCWB/TR-4/2023

Date: 22.08.2023-

Copy forwarded for information and necessary action to:

1. All Resident Commissioner of State / U.T., with the request to put it on their office notice board.
2. The Joint Secretary, Transport Department, Govt. West Bengal, Kolkata.
3. The Deputy Director Information, I& CA Department, Govt. of West Bengal, New Delhi, with the request to put it on their office notice board.
4. The Officer-in-Charge & Assistant Engineer, PWD, Banga Bhawan, New Delhi, with the request to put it on their office notice board.
5. The notice may kindly be pasted on the office notice board for wide publicity.

Sd/-

**Liaison Officer
Government of West Bengal**