

TENDER NO. MAT/OT/022/2010, dt. 19.04.2010, due on 28.05.2010

LETTER OF TENDER

This tender to be delivered on or before 3.00 p.m on 28.05.2010

To

The Managing Director
Chennai Metropolitan Water Supply and Sewerage Board
CHENNAI-600 002

Sir,

I / We do hereby tender to supply to the Chennai Metropolitan Water Supply and Sewerage Board for the HIRING OF NEW JEEPS FOR THE USE OF OFFICIALS OF THE CMWSS BOARD FOR FIVE YEARSON CONTRACT BASIS to CMWSS Board Chennai in accordance with the conditions stated in the annexed agreement and specification and drawings attached here to at the respective rates specified.

I / We have examined the details of the materials to be supplied and have carefully noted the conditions of contract and the specification and drawing with all the stipulations of which I / We agree to comply.

I / We hereby undertake to complete delivery at the places mentioned in the specification of all the articles within as per Clause 4 of the agreement from the date of communication of acceptance of my/our tender.

I / We further agree that I / We not withdraw this tender either in full or in part during the time that will be required for intimation of the acceptance or non acceptance of the tender being given to me/us or until expiry of a period of three months from the date of receipt hereof, as stipulated in Clause 18 of the notice to tenders whichever is earlier and if I / We do so withdraw the tender then I am / We are liable to forfeit the tender deposit.

I / We hereby undertake and agreed to forward within fourteen days after the notification of the acceptance by the CMWSS Board of this tender securities to the value equivalent to 2% (two percent) of the contract amount or such other amount as may be demanded as a guarantee for the due fulfillment of my/our cost the agreement attached within fourteen days after notification of acceptance of this tender.

I / We further agree that the acceptance of this tender shall result in the constitute a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement here to annexed notwithstanding the non-execution of the said agreement.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to produce the latest income tax and sales tax clearance certificate or to execute the agreement within the period of fourteen days has in before referred to for the sum of **Rs.15,000/-** deposited with the tender shall be forfeited to the CMWSS Board and the Managing Director, Chennai Metropolitan Water Supply and Sewerage Board, shall be entitled to cancel the contract which shall have to be concluded by virtue of the said acceptance and there upon arrange for any other person or persons to supply the materials herein before mentioned and I / We agree to be liable irrespective of the forfeiture aforesaid for all damages, losses, charges and expenses arising from or by reason of such failure and arrangement.

I / We hereby further agree and undertake to replace free of cost to the Chennai Metropolitan Water Supply and Sewerage Board any of the articles which may be found by the Purchase Manager (Materials) or his representative to be damaged or defective when delivered.

I / We hereby declare that I / We agree to do the varies acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the Managing Director and other Board authorities and considering this my/our tender.

As witness my/our and thisDay of

SIGNATURE OF THE TENDERER

ADDRESS WITH SEAL



CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD
No.1, Pumping Station Road, Chintadripet, Chennai-600 002

MATERIALS DEPARTMENT

TENDER SCHEDULE AND CONDITIONS

NAME OF WORK: HIRING OF NEW MAHINDRA & MAHINDRA BOLERO/TATA SUMO VICTA/SPACIO JEEPS FOR THE USE OF OFFICIALS OF THE CMWSS BOARD FOR FIVE YEARS.

TENDER NO. & DATE: MAT/OT/022/2010, dated. 19.04.2010

DUE DATE AND TIME: 28.05.2010 at 3.00 P.M

E.M.D : Rs.15000/- per vehicle

The tenderer is requested to quote the lowest rate for various slabs as per the PRICE SCHEDULE – I & II enclosed here with for providing NEW

MAHINDRA & MAHINDRA BOLERO LX/ WHITE COLOUR / 7 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

OR

TATA SUMO/ VICTA / CX / WHITE COLOUR / 6 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

OR

TATA SUMO / SPACIO / WHITE COLOUR / 6 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

OR

Any other NEW JEEP substantially equivalent to the model mentioned above satisfying the above requirements acceptable to Metrowater.

With facilities mentioned as below on hire basis for the use of the officials of the CMWSS Board as per the specifications as well as conforming to the conditions given below. You are requested to sign in each of the following pages of the tender schedule and conditions to confirm that the rates are based on the conditions stipulated herein.

Please offer your lowest rate in the price schedule – I & II enclosed separately.

SPECIFICATIONS & CONDITIONS

1. The number of vehicles required at present is 30. However, CMWSSB reserves the right to increase or decrease the number as per Board's requirement.
2. The period of contract is 5 years.
3. The vehicle shall be of type NEW
MAHINDRA & MAHINDRA BOLERO LX/ WHITE COLOUR / 7 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER
 - i) 2 seater facing forward direction
 - ii) Rear-seating: 2 nos.facing forward direction

- iii) Rear-seating: 2 side facing single seat with room for keeping luggage
- iv) Fitted with water proof with metallic top cover and all sides with glass openings
- v) Metal front doors with winding glass
- vi) Must have Tourist permit compulsory
- vii) Must satisfy Chennai City Pollution Control norms

OR

TATA SUMO/ VICTA / CX / WHITE COLOUR / 6 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

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TATA SUMO / SPACIO / WHITE COLOUR / 6 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

- i) 2 seater facing forward direction
- ii) Rear-seating: 2 nos. - 2 side facing single seat with room for keeping luggage
- iii) Fitted with water proof with metallic top cover and all sides with glass openings
- iv) Metal front doors with winding glass
- v) Must have Tourist permit
- vi) Must satisfy Chennai City Pollution Control norms.

OR

4. Any other NEW JEEP instead of Mahindra & Mahindra / Tata Sumo victa / Spacio model substantially equivalent to the model mentioned above satisfying the above requirements acceptable to Metrowater.
5. The tenderer should own minimum of 5 vehicles with tourist permit in his / her or the firm's name / in the partner name / proprietor name / Family members name or should obtain tourist permit on confirmation.
6. All the vehicles that will be hired by the CMWSS Board shall have tourist permit.
7. The copy of the RTO registration certificate with valid tourist permit, Live fitness certificate, Live comprehensive insurance policy, Chennai city pollution control certificate should be enclosed for all the vehicles quoted for or on confirmation of tender.
8. In absence of any one of the certificates mentioned above vide clause 3 to 5 & 7, the tender will be summarily rejected and however in case of new vehicle clause 3 to 7 may be satisfied before issuing the work order, if the jeeps are procured and provided to Metrowater.
9. Number of jeeps owned and leased by the tenderer shall be indicated in the column mentioned in the price schedule.
10. The rate quoted above should be inclusive of rent, fuel, lubricants and other consumables and driver batta, other charges levied on outstation trips and no other charges will be allowed by the Board other than the hire charges quoted. The service tax, if any, should be mentioned separately.
11. Rate for outstation trips with minimum kilometer required to be done (the rates should be inclusive of permit charges and other charges in connection with outstation trips).
12. The tenderer should quote the total number of jeeps they can provide on one day and the number of jeeps available with him in this column.

TERMS & CONDITIONS:

1) MODEL:

MAHINDRA & MAHINDRA BOLERO LX/ WHITE COLOUR / 7 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

OR

TATA SUMO/ VICTA / CX / WHITE COLOUR / 6 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

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TATA SUMO / SPACIO / WHITE COLOUR / 6 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

OR

Any other NEW JEEP instead of Mahindra & Mahindra / Tata Sumo victa / Spacio model substantially equivalent to the model mentioned above satisfying the above requirements acceptable to Metrowater.

The successful tenderer should provide jeeps as per the work order and he/her should not change the model without prior approval. The approval should be for different jeep of same model or higher model. If done without prior approval, the work order will be cancelled without prior intimation. The bidder will not be allowed to participate in any future tenders.

2) PERMIT:

The model of vehicle quoted by the tenderer should have tourist permit valid for the entire contract period. If they offer new vehicle, they should get the permit before issuing work order.

3) RATE:

The rate should be firm for the entire contract period and shall be inclusive of cost of fuel, crew salaries, maintenance, tax, insurance, fitness certificate etc. No other charges will be allowed by the Board other than the hire charges mentioned above.

The cost of diesel per litre prevailing on the due date of tender i.e. on **28.05.2010** shall be the basis for the hiring charges per trip quoted by the tenderers. For any increase or decrease in cost of diesel announced by the Govt. applicable for Chennai, proportionate increase/decrease in rate per trip will be considered if the cumulative increase/decrease is more than 25% of the base price as on tender date. Price escalation will be effective from the date on which cumulative increase/decrease crosses the 25% mentioned above. Subsequent price increase/decrease will also be effective with further increase/decrease occurs over 25% of base price effective from the date of event.

Price adjustment for increase/decrease in cost of fuel shall be paid in accordance with the following formula.

$$V_f = \left\{ (0.85 \times P_f) \times (R \times (F_1 - F_0) / F_0) \right\}$$

V_f - Increase or decrease in the hire charges per trip during the quarter under consideration due to change in the rate of fuel.

F_0 - The average official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at Chennai on the day thirty days prior to the date of opening of bids.

- F₁ - The average official retail price of HSD at the existing consumer pumps of IOC at Chennai for the 15th day of the middle calendar month of the quarter under consideration.
- P_f - Percentage of Fuel component which will be 25%
- R - Hire charges per trip.

4) OWNERSHIP:

The tenderer should either own the vehicle or should have a valid agreement entitling him to use the vehicle or an arrangement with supplier of the vehicle like Mahindra & Mahindra and enclose acceptable copies of documentary evidence along with the offer and produce original documentary evidence before placement of order by Metro Water.

5) REPLACEMENT OF VEHICLE:

Each tenderer shall give a replacement vehicle which will satisfy the tender conditions and to the satisfaction of the competent authority at the time of stopping of the vehicle on a particular day due to repair or any other reasons with out any undue delay.

Further, if the vehicle is absent without any replacement vehicle the work order of the vehicle is liable for cancellation without giving any notice.

In case of any breakdown while in use for local trips, a replacement vehicle should be arranged within 30 minutes time. In case of breakdown during outstation trips, the expenditure incurred for transportation using other mode by the officials of the Board shall be deducted in the subsequent bills until a replacement vehicle is provided.

6) LICENSES:

- a. Drivers must have attended three days Refresher Course conducted by the Institute of Road Transport (I.R.T.), Taramani and the certificate issued by the I.R.T. shall be furnished before issuing work order.
- b. Drivers with minimum 5 years experience in driving Light Motor Vehicles and also possessing an unblemished record shall be employed.
- c. The owner shall furnish the Driver's Fitness Certificate for driving light motor vehicles issued by the Govt. Medical Officer.
- d. The owner shall produce the credentials towards drivers experience in driving four wheeler vehicles.
- e. Drivers with a minimum age of 25 years would alone be engaged and maximum age should not cross 55 years. Credential for the age shall also be furnished.
- f. Driving license should be available always with the driver and xerox copy of the same should be handed over to the officer's concerned.
- g. It is the duty of the tenderer to arrange for a standby driver, with valid license, in case of the original driver is not turning up for duty for driving the vehicle without any stoppage.
- h. The driver should wear white uniforms while on duty, otherwise a fine of minimum Rs.100/- will be imposed on each occasion and deducted from the tenderer's bill.
- i. The contractor should issue photo identity card to the driver and they should always carry it with them, while on duty.
- j. The original driving license should be produced to the officers concerned of CMWSS Board for verification.

7) CHANGE OF DRIVER:

The change of driver would be permitted only when the substitute driver satisfies the above conditions of driver's appointment and the owner shall produce all credentials and get approval for permitting him to drive the vehicles. However except for short absence for 3 to 7 days of leave or owing to sickness, the tenderer without the specific approval in writing of the competent authority shall not change the driver of a vehicle. Alternatively the owner may get approval for a panel of drivers to be appointed by him so that the drivers may be substituted immediately.

8) DISTRIBUTION OF VEHICLES:

The Board reserves the right to allot any vehicle to any officers of the CMWSS Board. The Board also reserves the right to re-allot the vehicle as per the need at any point of time. In case if the contractor refuses to take up the vehicle given, the Board reserves the right to remove the vehicle from the contract and EMD/SD paid will be forfeited. The tenderer should have the capacity of providing any number of jeeps as and when required by this Board and he/she should specify the availability of the vehicles in the tender itself.

The Board reserves the right to accept or reject any tender partly or wholly without assigning any reason and also reserves the right to place orders with any tenderer for all vehicles offered by him or any lesser number.

9) DISCIPLINE:

- i) The tenderer is fully responsible for the perfect discipline and good conduct of the Driver of the vehicle without giving room for any complaint from Officer in charge or Board staff or from general public. The tenderer shall change the Driver if ordered to do so by the competent authority and the competent authority's decision in this regard shall be final and shall not be questioned by the tenderer.
- ii) The vehicle should run within the speed limit as prescribed in traffic rules.
- iii) No Board employee shall directly or indirectly engage himself or permit any member of his/her family to engage in any contract or trade or business or other transaction with CMWSS Board. If it is noticed, the contract would be liable for termination immediately without any notice and disciplinary action will be taken against the employee.
- iv) The contractor shall ensure that the drivers adhere to all traffic regulations etc. In case of any violations thereby inviting any legal action by police or others, the contractor shall be wholly responsible for damages and department will have no binding on that.
- v) The vehicle sent to the officers should be in good condition and cleaned every day before it arrives to perform duty. There should not be any dust/dirt on the jeep or on the seats.
- vi) The driver should be instructed to come in clean uniform cleanly shaven with name badge and not to sleep or chitchat inside the vehicle when the vehicle is not in use.
- vii) The behavior of the driver should be polite and should have good manners.
- viii) The contractor or the driver engaged by the contractor should not be initiate or indulge in agitation, non plying of services or taking part in strike for any reasons. Such act will liable for cancellation of work order, forfeiture of EMD/SD and forfeiture of payment due to the contractor if any without any notice.

10) DAMAGE:

Utmost care should be taken to avoid accidents. The contractor will be responsible for all liabilities due to accidents or damages, caused to any properties including loss of life of any public or employee of the Board or Contractor's employee.

In case of fatal accidents, the vehicle will be stopped from operation and the work order of the vehicle concerned will be cancelled immediately without any prejudice. For all other minor accidents, the vehicle will be stopped from operation for minimum of 2 days. The contractor should immediately substitute the vehicle to avoid dislocation. Replacement for the cancelled vehicles should be provided immediately as per Board's terms and conditions.

11) PERIOD OF CONTRACT:

The period of contract is for five years or the same may be extended suitably by mutual consent depending on the need of the same by the Board.

12) COVERAGE OF MOTOR VEHICLE ACT:

The vehicle lent on hire should be covered under Section 66 of M.V. Act 1988 and no payment will be made for the vehicles not covered under the said act.

The vehicle should also satisfy the norms prescribed by Pollution Control Authorities.

13) WORKING HOURS:

The vehicle should be sent in time as per the instruction of the vehicle using officer.

If any complaint is received from the vehicle using officer regarding delay in getting vehicle a fine of Rs.50/- will be imposed on each occasions. Suitable action to terminate the contract of the vehicle will be taken if such complaints are received more than 3 times in a month.

14) PAYMENT:

The payment will generally be settled within 15 days from the date of receipt of bills. The bills in duplicate with statement containing the details viz., date of travel, vehicle no., name of the officer, total km, total hours and the amount with trips sheets duly signed by vehicle using officer and advance stamped receipt should be furnished to the General Manager. In trip sheets, there should not be any over writing/corrections, if so they should be attested. The mode of payment will be through Electronic Clearance System (ECS) or crediting in the account of the respective contractor for which Bank name, Branch, Type of Account, Account No. etc. or the cancelled cheque should be furnished.

15) INCOME TAX:

As per Income Tax Act and Rules, Income Tax, Surcharge and Educational Cess etc. and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards the recovery of Income Tax at source.

16) SECURITY DEPOSIT AND EXECUTION OF AGREEMENT:

The successful tenderer should execute the agreement in the prescribed form in a non-judicial stamp paper to a value of Rs.20/- after remitting a security deposit by cash / fixed deposit receipt from a Nationalised Bank/Small Savings Script in favour of M.D, CMWSS Board.

17) VIOLATION OF CONDITIONS:

The Board reserves the right to cancel the agreement if the contractor violates any of the above conditions.

The above conditions are gone through and accepted by

SIGNATURE OF THE TENDERER
ADDRESS WITH SEAL

PRICE SCHEDULE

NAME OF WORK: HIRING OF JEEPS ON CONTRACT BASIS FOR FIVE YEARS

Tender No.MAT/OT/022/2010, Dated.19.04.2010 Due on 28.05.2010

JEEP MODEL

I MAHINDRA & MAHINDRA BOLERO LX/ WHITE COLOUR / 7 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

OR

II TATA SUMO/ VICTA / CX / WHITE COLOUR / 6 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

OR

III TATA SUMO / SPACIO / WHITE COLOUR / 6 SEATER / POWER STEERING / BS-II or BS-III / NON AC / MODEL - NEW VEHICLE TO BE PURCHASED AFTER THE ISSUE OF WORK ORDER

OR

IV Any other New Jeep substantially equivalent to the Model mentioned above

TOTAL NO.OF VEHICLES REQUIRED BY CMWSS BOARD: 30 Nos.

Sl.No	Description	No. of the vehicles offered	Vehicles offered in words
1.	Owned New vehicles offered		
2.	Leased New vehicles offered		

Note: In case of option-IV, detailed specifications of the vehicle model, seating capacity, colour, type of body, year of model has to be mentioned.

SIGNATURE OF THE TENDERER
ADDRESS WITH SEAL

PRICE SCHEDULE - I

FOR WITH IN CHENNAI CITY JURISDICTION

Sl.No.	Description	Rate in Figures Rs. P	Rate in Words Rs. P
1	Rate offered for 5 hours and upto 50 Kms		
2	Rate offered for 5 hours and upto 100 Kms		
3	Rate offered for 10 hours and upto 50 Kms		
4	Rate offered for 10 hours and upto 100 Kms		
5	Rate offered for 12 hours and upto 100 Kms		
6	Extra per K.M of distance		
7	Extra per hour of time		

1. Payment will be made on the basis of actual km run and hours engaged by the officials excluding the run time km from travels office to the officials locations.
2. For extra hours and extra km run payment will be restricted to next higher slab.
3. Rate quoted should be inclusive of all charges.
4. Service tax should be quoted separately.

SIGNATURE OF THE TENDERER
ADDRESS WITH SEAL

PRICE SCHEDULE – II
FOR OUTSTATION TRIP

Sl.No.	Description	Rate in Figures	Rate in Words
		Rs. P	Rs. P
1	Rate for Outstation trip Minimum kms per day Minimum amount per day Rate per extra km		
2	Rate per day for outstation (Local/Short trips at outstation) (Rate as per Price Schedule – I would be adopted)		
3	Rate for night halt at outstation		

1. The rate in Sl.No.1 will be applicable when the vehicle moves from Chennai for the outside Chennai city and also when the vehicle is returning from outstation.
2. If the vehicle stays at the outstation places and makes local trips / short trips, the rate in Sl.No.2 will be adopted.
3. For outstation trips, minimum amount will be payable if the kms. are less than the minimum kms.
4. A day will be calculated as 24 hours from the time of engagement excluding the run time km from travels office to the officials locations.

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