

Tender Ref. No. KUA/ADMN/873/1/2019



सत्यमेव जयते

High Commission of India, Kuala Lumpur, Malaysia

NOTICE INVITING TENDER

**EMPANELMENT OF TRANSPORT AGENCIES
FOR HIRING OF VEHICLES**

Tenders (in prescribed format) are invited from the reputed vehicle providers based in Kuala Lumpur for hiring of vehicle as and when required by the High Commission of India in Kuala Lumpur. Terms and conditions of the contract are detailed in **Annexure I**.

TERMS AND CONDITIONS

PERIOD

1. The contract shall be valid for an initial period of one year starting from the date of agreement/service and extendable for one year more on the same term & conditions if both the parties agreed. The High Commission of India reserves the right to terminate the contract without assigning any reason by giving 15 days' notice.

SERVICE PROVIDER OBLIGATIONS:-

1. Service provider shall agree to provide quality services as per terms and conditions of agreement.

2. Service provider shall ensure that assigned vehicle and driver report as per schedule provided by the High Commission of India. In an event of delay in arrival beyond 15 minutes, High Commission of India shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider.

3. Service provider to ensure that all maintenance works related to assigned vehicle shall be carried out in off duty hours.

4. Service provider to ensure that vehicle deployed shall arrive at designated location on time with full tank of fuel.

5. In the event of any break-down, and repairs of vehicles during service hours, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. In an event of delay in arrival beyond 15 minutes, the High Commission of India shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider. Failure to do so will evoke penalty or possible termination of contract.

6. The service provider shall not be allowed to sub-let the Contract.

7. Police verification of deployed staff shall be ensured by service provider.

8. All attempts shall be made to provide quality services.

VEHICLES:-

1. The vehicle(s) provided by the service provider shall have valid registration Certificate, full Comprehensive insurance to cover third party and occupants, fitness

certificate etc. and any other relevant permits/licenses essentially required by the RTD (JPJ) and any other statutory bodies for commercial operations, and must be revalidated before the expiry of the due date during the tenure of the contract period.

2. The vehicles deployed should be well maintained, cleaned thoroughly both internally and externally.
3. All vehicle shall be equipped with an emergency medical kit and a Fire Extinguisher.
4. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators and other vehicle system shall be periodically checked and maintained by service provider to avoid any inconvenience to the High Commission of India.

DRIVER/STAFF DEPLOYED:-

The service provider shall be responsible for the acts and deeds of drivers of the vehicle including following:

- (i) The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty.
- (ii) The driver/staff of the vehicles deployed for the High Commission of India duties maintain polite & courteous behavior.
- (iii) Driver must be provided a working mobile phone with map application and contact number be provided to the High Commission of India. The driver should be proficient in using mobile application.
- (iv) The driver shall be reachable at all times during duty hours.
- (v) Only drivers that possess a valid driving license shall be deployed by service provider.
- (vi) Driver should be properly dressed in neat and clean formal attire.
- (vii) The driver shall not report for duty in an inebriated state. In such an event, the High Commission shall have full rights to terminate the contract with immediate effect.
- (viii) Any complaints from the staffs/users of the High Commission of India with respect to their behavior/attire will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.

STATUTORY RULES COMPLIANCE :-

1. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the High Commission of India's requirement. Service Provider shall be liable for any damages whatsoever to public property and/or any third person due to any accident arising out of and in the course of deployment of vehicle.

2. The service provider shall be solely responsible for any claims by any third party and/or employees of the High Commission of India travelling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

3. The High Commission of India will in no way be responsible for violation of traffic rules and/ or infringement of any other law for the time being in force, either by the driver of vehicle or by the service provider. The driver as well as service provider comply contract and as may be enforced from time to time for which High Commission of India would not be held liable/responsible in any manner what-so- ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Road Transport Act/Rules shall rest with the service provider only and High Commission of India will not be liable in any manner.

4. The service provider shall be personally responsible for any theft, misconduct and / or disobedience on the part of drivers so provided by him.

5. During the service period, if the vehicle is seized or detained or requisitioned by Police / Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Service provider without any extra charges.

6. The vehicle deployed for duty for the High Commission of India shall at no point of time carry any person other than personnel authorized by the High Commission of India. The service provider has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.

9. The service provider shall provide, at his own cost proper uniform and badges as per Road Transport Act/Rules (amended up to date) and photo identity cards to the drivers.

TAXES DURING JOURNEY:-

1. Toll tax, Parking Charges and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by the High Commission of India.

PAYMENTS OF EXTRA Kms/Hours:-

1. All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.

MISCELLANEOUS IMPORTANT CONDITIONS:-

1. The bidder should have local office at Kuala Lumpur and should have arrangement for establishing contact and round the clock service. Alternate contact number must be provided.

2. The vehicle shall be provided on any day including Saturday, Sunday and Holidays including day & night as and when required by the High Commission of India.

3. The vehicle shall not be very old and shall be kept neat and clean and in perfect running condition with shining body with good upholstery by the service provider.
4. In case vehicle provided is not found satisfactory, the same shall be returned for immediate replacement. In case no replacement is provided in time, High Commission of India would have a right to hire a vehicle from the market and the additional cost incurred by this office will be borne by the Service Provider.
5. The rates shall be quoted exclusive of SST.
6. The vehicle should be registered with the concerned Road Transport authorities. The vehicles should have necessary registration/license as required under the Road Transport Act or any other acts. The Service Provider shall provide a certificate to this effect.
7. The driver provided should strictly comply with the laws in force and they should be adequately experienced, and maintain decency, politeness, and neat dress and good habits. The driver's attitude and behavior should be humble in nature and will-disciplined in following the instructions of the High Commission of India officers. The rude behavior of driver shall not be tolerated at all and if found any such incidence, an alternative arrangement should be made on the top priority.
8. The Transport Operator should have an adequate number of telephones or contact numbers around the clock.
10. The Vehicle should be kept with sufficient stock of fuel. However, in case of any emergency, if any officer pays for refuel, the same should be reimbursed by the Service Provider on production of the bill.
11. The billing will be done on monthly basis. The service provider shall prepare duty slip on journey basis and submit it along with bill.
12. Bidders must have experience of three years in providing similar services.
13. While submitting bids, the applicant should specifically note that the rates quoted in 'Financial Bid' are for a registered vehicle under Road Transport Act. The vehicle provided shall be in excellent and neat exterior interior and running condition which, they shall also so maintain during the period of hire.
14. The quoted rates shall remain firm throughout the tenure of the contract. No revision is permissible for any other reason.
15. The High Commission of India may choose to terminate services at their discretion once above terms and conditions have been breached beyond 3 instances.
16. In case of any dispute of any kind and in any respect whatsoever, the decision of the High Commissioner, High Commission of India Kuala Lumpur, shall be final and binding.
17. The High Commission of India, Kuala Lumpur reserves the right to require fulfillment of other conditions, not expressly mentioned, which are consistent with use of vehicles on hire with this office, and to reject any or all tenders without assigning any reason thereof.

TENDER CRITICAL DATE SHEET

Tender Publishing Date	02.07.2024 [1600 Hrs]
Bid submission start Date	03.07.2024 [1000 Hrs]
Bid submission end Date & Time	24.07.2024 [1800 Hrs]
Bid opening Date & Time	25.07.2024 [1100 Hrs]

HOW TO APPLY & SELECTION PROCESS

1. Separate Technical and Financial Bids should be submitted. The Separate technical and financial bids should be clearly marked “Technical Bid” and “Financial Bid”, strictly in the **enclosed** Proforma (refer Appendix I & Appendix II) as the case may be.
2. Not more than one tender shall be submitted by any bidder.
3. The Technical Bid will be examined first to ascertain fulfilment of eligibility criteria and submission of required documents. Financial bids of only those agency/firm will be opened, who qualify the technical requirements.
4. Earnest Money Deposit: Vendor are required to submit Earnest Money Deposit (EMD) for amount of MYR 500/- (Ringgit Malaysia Five Hundred only) along with Technical Bid. EMD is exempted for those registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department under the Government of India. The EMD may be submitted in the form of Bank Guarantee/Demand Draft favoring the High Commission of India, Kuala Lumpur from any of the public sector banks or a private sector bank authorized to conduct government business as per format. EMD is to remain valid for a period of forty-five days beyond the date of opening of the tender. No interest will be payable to the Bidder on the amount of the EMD. Bids without Earnest Money would be rejected and no further correspondence shall be entertained in this regard. Unsuccessful Bidder’s EMD will be discharged/returned as promptly as possible.

In place of Earnest Money Deposit, the prospective bidders may also submit Bid Security Declaration as per the undertaking in the **enclosed** proforma (Appendix -III) along with their quotation.

5. The contract will be awarded to the organization on the basis of past experiences, number of good references, proposal, budget etc.
6. The High Commission of India, Kuala Lumpur, reserves the right to accept or reject any or all tenders without assigning any reason. In case of any dispute of any kind and in any respect whatsoever, the decision of High Commission of India, Kuala Lumpur shall be final.

If any information furnished by the agency is found to be incorrect even at a later stage, the agency shall be liable to be debarred from the tendering process and black-listed for the future.

7. Any clarification on this tender may be obtained from “Head of Chancery, High Commission of India, Kuala Lumpur” in person or by email: hoc.kl@mea.gov.in

8. The bids (Technical and Financial bids) should be sent in two separate sealed envelope to Mr. Vikram Vardhan, First Secretary (Head of Chancery), High Commission of India, Kuala Lumpur, Wisma Hrih Lotus, Level 1, No. 442 Jalan Pahang, 53000 Kuala Lumpur, Tel: +603-402699898).

9. Proforma for submitting Technical Bid, Financial Bid & Bid Security Declaration are placed at Appendix I, II & III respectively.

TECHNICAL BID**TENDER FOR HIRING OF VEHICLES**

1.	Earnest Money Deposit (EMD) of MYR 500 in the form of Demand Draft/Cheque in favour of High Commission of India, Kuala Lumpur	
2.	Name of the bidder firm/Company	
3.	Local address of the firms/company. <i>(copy of address proof)</i>	
4.	Copy of Registration/Incorporation	
5.	Copy of Tax returns for the last three years	
6.	A list of owners/partners etc.	
7.	Contact Person(s) (with mobile number)	
8.	Vehicles are owned by the bidder in case of No, detail the mode of arrangement	Yes/No
9.	Number of owned vehicle by the bidder please give details	
10.	Details of the past experience in the field (copy of job order/certificate for the last three years), if any	
11.	Whether the firm/vendor has been blacklisted or debarred by any Organization/ Institution at the time of submission of the bid.	Yes/No (if yes, please provide the details)

Name of Work: - Empanelment of transport agencies for hiring of vehicles by High
Commission of India, Kuala Lumpur

Declaration in lieu of Bid Security Amount

I, _____ on behalf of company M/s
_____ (Name of Company) having office at
_____ hereby declares that my
technical and financial bids for the work for **Empanelment of transport agencies for
hiring of vehicles by High Commission of India, Kuala Lumpur** shall remain valid till
31 August 2024.

I undertake that I will not withdraw or modify my bid till 31 August 2024. I
have read and understood the tender agreement and I am fully aware of the Service
Provider's obligations.

(Signature with name and address)

Office Seal of the Company

