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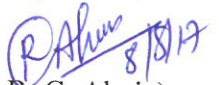
8/8 August, 2017

TENDER NOTICE

Subject: Tender Notice for hiring of DLY Taxi - bids for providing taxi services in the NCW, New Delhi.

Quotations under the Two bids System i.e., (Part-I Technical Bid and Part-II Financial Bid) from reputed, experienced and financially sound Taxi service providers to provide the services of rental cars on monthly basis to NCW, New Delhi and NCR. The contract will be initially for a period of 12 (twelve) months which may be extended further, on review of performance of the successful bidder, depending upon the requirement and administrative convenience of NCW. The quantum of requirement of vehicles is tentatively three (03) on a regular basis which may increase or decrease depending on the requirements of this Department.

2. The Technical and Financial Bid formats in which the bids are to be submitted are enclosed. The rates are to be quoted in Indian Rupees. The Earnest Money Deposit (EMD) of Rs.40,000/- (Rupees forty thousand only) by way of demand draft/bankers cheque in favour of Pay & Accounts Officer, National Commission for Women, payable at New Delhi must be submitted in original.
3. All the required documents in support of the prescribed/declared eligibility criteria are also to be submitted along with the bid documents. The bidders are advised, in their own interest, to submit the desired papers/documents with their bids as per the specifications indicated in the Proforma attached with this tender notice, failing which their bids may be declared non-responsive. List of such documents is enclosed.
4. The last date and time for submission of bids is 31/08/2017 (up to 3.00 p.m.). Bids, as submitted, shall be opened at 04.00 p.m. on the same day by the duly constituted Tender Opening Committee. The representative of firms/agencies/companies who wish to be present to view the Tender Opening process would be allowed to do so. The Technical bids shall be evaluated by a Tender Evaluation Committee constituted for the purpose by this office.
5. The Competent Authority in the NCW, reserves the right to cancel the tendering process at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender documents without assigning any reason thereof. No inquiry, after submission of the quotation, shall be entertained. In case of withdrawal of the bid by any bidder at any stage, the EMD will stand forfeited, without any further notice/correspondence.
6. The Terms & Conditions of the tender are duly explained at point B of Content of Tender Document.
7. Complete tender documents may be downloaded from the website of Central Public Procurement Portal (<http://eprocure.gov.in>) or website of the NCW [www.ncw.nic.in](http://www.ncw.nic.in). Information on any issue of corrigendum related to this tender will be available on the above referred two websites.

  
( R. C. Ahuja )  
Under Secretary  
Tel. No. 011-26944890.

## A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. NCW, situated at Plot no 21, Institutional Area, Jasola, New Delhi, require the services of reputed well established and financially sound taxi service providers (hereinafter referred to as "Service providers" ) to provide rental taxi services on monthly basis for journeys within Delhi & NCR and at times adjoining areas.
2. The contract shall be valid for a period of 12 (twelve) months from the date of letter awarding the contract, which can be extended as may be decided by the competent authority, after review of performance of the successful bidder.
3. The bidders have to submit their technical and financial bids as per the proforma given alongwith the tender documents. The rates are to be quoted in Indian Rupees. The financial instrument of the payment of the Earnest Money Deposit (EMD) in original of Rs.40,000/- (Rupees forty thousand only) by way of demand draft/bankers cheque in favour of Pay & Accounts Officer, National Commission for Women, payable at New Delhi, must be submitted with the bids. The EMD shall not carry any interest.
4. The successful bidders will have to deposit Performance Security Deposit of Rs.1,50,000/- (Rupees one lakh fifty thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the Pay & Accounts Officer, NCW, New Delhi/Bank Guarantee, covering the period of contract. The performance security should remain valid for a period of sixty days beyond the date of cessation of the contract. In case the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful bidder.
5. Conditional bids shall not be considered and will be out-rightly rejected.
6. All entries in the bids should be legible and filled-in clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or defacing is permitted in the Financial Bid Form. In no case should there be any change in the format of any of the bids. In such cases, the bids submitted shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be attested by the person authorized to sign the tender bids.
7. In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly

sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along-with the tender alongwith the name of authorized partner/authorized official to interact with NCW.

8. Each page of the tender document as well as annexures should be signed by the bidder or by the authorized signatory with seal of the service provider.

9. The bids shall be opened on the scheduled date and time (i.e. 04.00 p.m. on 31/08/2017), in the commission's office in the presence of the representatives, if any, who wish to be present at the time of opening the tender.

10. The financial bids of only those bidders will be opened who qualify in the technical bid stage. If the financial bids cannot be opened on the same day, then the scheduled time and venue for opening the financial bids will be communicated to only those bidding agencies/firms who qualify in the technical bid process.

11. The bidding firm has to give a self-attested certificate that it has not been blacklisted by any Central Government/Department/PSUs/Banks etc. If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc., then the earnest money will be forfeited and no excuse whatsoever will be entertained in support of any such action on the part of the bidder.

12. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, its EMD will be forfeited.

13. If, after the award of the contract, the successful bidder (L1) fails to provide required number of vehicles/taxis, the contract is liable to be cancelled alongwith forfeiture of performance security and other consequential penal actions such as blacklisting as deemed appropriate.

#### **B. TERMS AND CONDITIONS**

1. The contract shall be valid for a period of 12 (twelve) months from the date of letter awarding the contract, which can be further extended for such period as may be decided by the competent authority, but not more than 12 (twelve) months after review of performance of the firm.

2. The contract can be closed on account of unsatisfactory services on due review of the performance by the Competent Authority in NCW. The unsatisfactory service shall mean and include non-compliance and non-fulfillment of any of the contractual obligations by the service provider and/or poor performance and violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/shortcomings brought to its notice in writing by Incharge, NCW. This provision may be attracted even when the successful bidder or any driver under his employment or engaged by him is engaged in any unlawful activity as proven in any court of law or is accused by the police authorities to have been involved in any such activity.
3. By virtue of this agreement, no relationship will be created between the drivers provided by the service provider and NCW. It will be the sole responsibility of the service provider to pay salary and other perks to its drivers and no complaints by any of its drivers in this regard will be entertained by this Department. If any such driver creates any nuisance which makes him unworthy of trust of this office in the opinion of the competent authority in this office, the service providers may be requested to withdraw that driver from this office.
4. The agreement can be terminated earlier by giving one month's written notice on NCW side without assigning any reason and three months notice on the side of Service Provider and the decision of the Competent Authority shall be binding on the service provider. No claims for compensation of loss/revenues due to such decision shall be entertained.
5. All the vehicles to be provided by the successful bidder should be of 2016 make or newer and should be owned by the contractor/agency and mechanically sound and should have decent interiors with other necessary accessories as defined in the contract.
6. The quoted rates will be all inclusive and no other charges will be paid extra except for the parking charge/toll road charges paid for official duty on production of original parking/toll coupons.
7. The services shall be provided on 24x7 basis.

8. The mileage for the purpose of “vehicle run” and “hours of duty” shall be reckoned from NCW/ place of duty (if assigned on the previous day or if there is a standing order as regards the place of duty.) .
9. No mileage will be allowed to drivers for lunch/breakfast or for filling of fuel in the vehicle.
10. The average running of vehicles may at times exceed the prescribed limit of kilometers in a month. However, the number of kilometers for a vehicle hired on a monthly basis will be calculated only on the monthly basis (i.e., by comparing it with the monthly ceiling as given in this document).
11. The firm will ensure that the fuel tank of vehicle provided is fully filled up before sending the vehicle for duty.
12. The firm will ensure that all drivers have live mobile phone connections so that they can be contacted whenever required.
13. The driver provided by the firm should be well mannered, courteous and polite to officers, especially with whom he is attached for duty at any point of time. He should be well acquainted with the entire NCR area, punctual, with name badge, with valid driving license; he should also have neat and clean uniform. The driver should not smoke or drink while on duty and should not play cards, etc. during idle time.
14. Out of the vehicles supplied by the firm to NCW, at least one vehicle should be having all necessary permits to run in NCR area i.e. NOIDA, Ghaziabad, Faridabad and Gurgaon, etc. A detailed map book of NCR area should be kept in every car. In case this office intends to hire more NCR pliable vehicles, the applicable charges/entry taxes on monthly/quarterly basis shall be borne by NCW.
15. The service provider should maintain the vehicles provided to this department in mechanically sound position and strictly in accordance with the owner’s manual issued by the manufacturer of the vehicle so that safety and security issue ensured for all time. This office reserves the right to ask for documentary evidence in this regard and, if so demanded, the servicing/maintenance would be judged as per

owner's manual. In case there is any point of debate on any technical issue in this matter, this office may get the vehicle checked for compliance at the workshop of the Airport Authority of India for which the cost would be borne by this office, if necessary.

16. During the periodical maintenance of any vehicle, contractor/service provider shall provide a standby vehicle of same make & year. The same holds in case a driver is on leave/ absent from duty for some reason or other.
17. Each of the vehicles thus hired shall always carry first aid box and mandatory spares, viz toilet kit, fuses, spark plugs, belts, fire extinguisher, torch, umbrella, etc.
18. The contractor/service provider shall be responsible for complying with obligations under Income Tax, ESI, PF, Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Labour Laws, etc., and damages to the third party arising out of accidents, etc., caused by any of the vehicles thus hired from the service provider. Further, the firm shall also be responsible for timely payment of wages, etc., directly to the drivers as per prevailing rate under the extant provisions of Act/Order of the NCT of Delhi in force. If any dispute arises between the firm and his driver in the matter of wages or their service condition, the same will be settled amicably between the contractor and the drivers engaged by them. This department will not be a party to any dispute in any case.
19. That the contractor/service provider would be responsible for complying with all statutory/legal obligations is a contractual obligation on the part of the contractor/service provider and if any breach of the same comes to the notice of this department, then the contract may be terminated by this office on that ground alone by giving notice for a suitable period.
20. The contractor/service provider shall be responsible for all litigation arising out of the non-payment of road tax, service tax, etc., and other dues to the appropriate authority and also for the payment of compensation to drivers and any other involved parties in the event of death/injuries/damages arising out of accidents and due to various other causes etc.

21. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract.
22. Bills for supply of vehicle for any month along with duty slips and log books duly signed by the users shall be submitted by the first week of the following month to Incharge, NCW for payment of bills.
23. In case any officer so desires, the firm shall provide roof carrier on any such car detailed with the concerned officer for duty.
24. In case of dispute of any kind, the firm shall abide by the decision of the Competent Authority, NCW. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act,1996. Further, any controversy or dispute arising out of this contract shall be referred to the Joint Secretary or to any officer nominated by him/her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer, as an employee of the NCW, New Delhi, might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred to earlier is transferred or vacates his office or is unable to act for any reasons, the Joint Secretary level officer dealing with General Administration in this department shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the Joint Secretary shall act as arbitrator. The decision of the Joint Secretary or the officer nominated by him shall be final and binding on the party/parties. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi. The limitation for filing claim for arbitration is 180 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim. The place of settlement of disputes shall be Delhi. For the purpose of settlement of disputes in the Court of Law, it will be under the jurisdiction of the Courts in Delhi.
25. The service provider shall be responsible for keeping the vehicles duly insured in compliance of the provisions of Motor Vehicle Act. The service provider shall also be responsible for getting the Pollution Under Control (PUC) Certificate for every vehicle hired by NCW.



26. The service provider shall also be responsible for compliance of the legal provision in respect of the vehicle and shall indemnify the department for any loss on the account.
27. The vehicles will have to be fitted /provided with the following mandatory additional accessories/utilities.
  1. Clean seat covers
  2. Quality radio music system
  3. Reading lamp
  4. Tissue paper box
  5. Car perfume
  6. Mobile charger
  7. Seat Belts (Front/ Rear)
  8. Umbrella during Monsoon.
  9. First aid kit
  10. Fire extinguisher
28. Firms should have sufficient number of drivers having the experience of driving in Delhi and in NCR. The firm shall provide complete particulars of the drivers and copy of the registration certificate (RC) of the vehicles provided.
29. A declaration on the printed letter-head of the firm, stating inter-alia that the drivers provided are of good character, duly verified by Delhi Police from security angle and have a valid driving license and are well conversant with the roads of Delhi and NCR should be provided to the Incharge, NCW.
30. The firm should have an adequate number of telephone connections so that they can be contacted round the clock and the numbers of the same may be given to Incharge, NCW.
31. The firm should have a provision to take bookings 24 x 7.
32. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as per government instructions and the log book shall be submitted to the concerned officer in NCW regularly for scrutiny.

33. The successful firms/agency shall not deploy any of the taxis provided/attached to the NCW or its attached offices in Delhi for any commercial purpose after duty hours or on holidays.
34. The agency shall ensure that the odometer of car supplied is properly sealed so that no tampering is done with a view to inflate distance traveled. In this regard, they should obtain and produce at the time of verification of log book, a certificate from the competent Motor Vehicle Authority.
35. The authorized officer of this Department may conduct a surprise checking of odometer of the car supplied from any workshop and cost thereof will be borne by the agency.
36. The number of vehicles under its ownership that the successful bidder would declare as intending to provided on rent to NCW in the technical bid would be considered as a contractual obligation on the part of the successful bidder and any violation of that would be considered as an offence under the Penalty Clause (Sl.No.8 being applicable for every such vehicle not under its ownership being provided on rent for service for every single day).
37. The driver and vehicle provided to this department by the firm should not be changed without prior permission.

C. PENALTY CLAUSE

Penalty will be levied, for the violation of terms & conditions of the contract in the following manner: (Amount in Rs.)

Sl. No	Violations	Penal Amount per month per car			Amount deducted per day per car	Remarks
		First Instance	Second Instance	Third Instance		
1.	Non functioning of AC in a Car	-----	-----	-----	500/-	----
2.	Failure to provide alternative arrangement within one hour of vehicle breakdown	500/-	1000/-	2000/-	-----	Rental charges for the day will also not be paid
3.	Tampering of meter of vehicle	1000/-	2000/-	3000/-	-----	Competent authority has the discretion to terminate the contract alongwith forfeiture of performance security / blacklisting of firm
4.	Irregularities such as overwriting, forged entries etc. in the log book ( to be maintained in prescribed format)	1000/-	2000/-	3000/-	-----	--do--
5.	Usage of attached for private /Commercial purpose in contravention terms & condition.	5000/-	---	----	----	For each such contravention
6.	Changes of driver without prior intimation of NCW & officers to whom vehicle is attached.	500/-	----	----	-----	On each occasion
7.	Delay ( more than 30 minutes) in reporting for duty by driver/vehicle	500/-	1000/-	2000/-	----	Rental charges for the day will also not be paid
8.	Non-compliance of any other terms & conditions	1,500/-	2000/-	3000/-	----	For each violation per vehicle

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#### D. TECHNICAL BID QUALIFICATION CRITERIA

The bidding Agency/firm must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section E.

- i. The Office of the service provider/bidder should be located either in Delhi/New Delhi and the proof of address of the office in Delhi/New Delhi would have to be furnished.
- ii. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- iii. The service providers must have a minimum of three years of experience in supplying hired taxi services to Government Departments /Public Sector Companies/Banks /Central and State Government Departments. Proof of at least one contract relating to supplying of taxi services to Central Government/State Governments/ PSUs/Bank/ in the last three years along with attested copies of the supply order should be enclosed.
- iv. The service providers should have had a minimum annual turnover (billing amount) of Rs. 25 Lakhs each year during last three financial years. A copy of turnover statement duly certified by a Chartered Accountant must be enclosed with the tender document and copy of Income Tax return for the last three years should be submitted.
- v. The service providers should have its own Bank Account. Certified copy of the account maintained for the last two years issued by the Bank, shall be enclosed.
- vi. Self attested copy of the PAN card of the bidding firms shall be attached with the Bid document.
- vii. The service providers should be registered with GST. Certified copy of the registration shall be attached with the Bid document.
- viii. Self Certificates that the firm has not been blacklisted by any Central Government Departments/Ministries/PSUs/Banks, etc. should be enclosed.
- ix. The vehicles supplied to NCW should be only CNG fuel driven and owned by the contractor/firm with commercial number plates and a self-attested certificate would have to be provided in this regard.

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E. Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Firms handled by the tendering Agency for providing hiring of taxi services during the last three years in the following format (attested copies of the last three years' work award may be enclosed):

Sl. No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. Lakh per year)	Duration of Contract	
			From	To
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

F. PROFORMA FOR TECHNICAL BID

Criteria		
1	Name of Agency	
2	Nature of the concern : (i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization)	
3	Full Address of Reg. Office Telephone No. FAX No. E-Mail Address	
4	Full address of Operating/ Branch Office in Delhi Telephone No. : FAX No. E-Mail Address	
5	Banker of Agency with full address(Attach Bankers certificate of account maintenance for the last three years) Telephone Number of Banker	
6	Registration No. of the Agency /firm	Attach attested copy of the Registration
7	PAN No	Attach attested copy of the Registration
8	GST Registration No.	Attach attested copy of the Registration
9	Service tax paid during <u>financial year</u> 2013-14, 2014-15 & 2015-16.	Attach Statement of tax details
10	Financial turnover and I.T returns of the Agency for <u>financial year</u> 2013-14, 2014-15 & 2015-16.	Attach financial statement certified by the CA and copy of I.T returns
11	Number of Vehicles registered with the agency.	Attach list of vehicles with the RC number and date.
12	Details of major contracts handled in last two years	Attach as per format at F
13	Certificate of satisfactory performance from the organization to whom the service was provided.	Attach attested copies of the appreciation letters from the organizations to whom service has been provided.
14.	Certificate- Not blacklisted etc.	Attach Certificate

Signature of authorized person

Date:  
Place:

Name :  
Seal :

DECLARATION

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I hereby undertake to work at L1 rates alongwith as per the terms and conditions given in the tender documents.

Signature of authorized person

Date:

Place:

Full Name

## G. PROFORMA FOR FINANCIAL BID

SCHEDULE: Delhi / New Delhi/ NCR area

Rates (including all taxes and levies except service tax, parking and toll charges) of taxis on monthly basis:

Category	Make	For Minimum hiring of 2100 kms per vehicle per month. Monthly rate per vehicle.
1	2	3
I	Maruti Dzire (AC)	
	Toyota Etios(AC)	
	Honda Amaze)AC)	
II	Honda City(AC)	
	Maruti Ciaz(AC)	
	Hyundai Verna (AC)	

1. Number of vehicles required may be changed as per requirement of NCW.
2. The extra per kilometer rate beyond the minimum monthly prescribed rate will be arrived on the pro-rata basis , which will be arrived by dividing the quoted rate in column 3 by 2100 Km. for the successful bidder.
3. It may please be noted by all concerned that, for the purpose of this Tendering process, this office has consciously avoided specifying any number of minimum/maximum hours of vehicle usage since the vehicles are being hired on 24X 7 basis, the drivers would be paid the over time allowances admissible to them by this office and as per the extra kilometer of journey by the vehicles beyond 2100 Kms. in a month, payment would be made on pro-rata basis.



H. Terms of payment:

1. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
2. The service provider shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
3. All payments shall be made by ECS only (i.e. directly to their bank account by electronic mode).
4. Office of the NCW shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.
5. The term 'payment' mentioned in this para includes all types of payment due to the service provider arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
6. Wherever applicable all payments will be made as per schedule of as per contract.

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