



Govt. of India
National Disaster Management Authority
“NDMA Bhawan”, A-1, Safdarjung Enclave,
New Delhi – 110029

File No. 24-1/2014- Gen. dated 26.03.2014

BID DOCUMENT

For Hiring of Registered Taxi Vehicles
By National Disaster Management Authority,
New Delhi

(Visit us at www.ndma.gov.in)

Not transferable

Price of Bid Document: 200.00

Total Number of Pages: 29

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CHAPTER-I

NATIONAL DISASTER MANAGEMENT AUTHORITY **A-1, Safdarjung Enclave. New Delhi -29**

No. 24-1/2014- Gen. -General. Dated – 26.03.2014

NOTICE INVITING TENDER

Office of Issue	:National Disaster Management Authority, General Section, A-1 Safdarjung Enclave, New Delhi-110029,
Date of issue of Bid document	: 26.03.2014
Tender No.	: 24-01/2014-Gen.
Tender Forms Available From	: Section Officer (Gen), National Disaster Management Authority, General Section, A-1 Safdarjung Enclave, New Delhi-110029
Due date of Receipt	: up to 21.04.2014, Time 15.30 Hrs.
Date of opening Technical Bid	: 21.04.2014, Time 16.00.Hrs.
Date of opening Financial Bid	: to be intimated later

Wax sealed tenders under two bid systems (technical & financial) are invited for and on behalf of the President of India from for hiring of 12 A/C, Non A/C taxi registered vehicles on monthly / occasional basis as listed in enclosure and not older than April, 2013 model from the prospective contractors who can supply minimum 12 DLY vehicles for the NDMA.

Vendor Eligibility Conditions: -

- The bidder/firm should have turnover of more than 50 lakhs during each of previous three financial years i.e. 2010-11, 2011-12 and 2012-13.
- The bidder should have Service Tax and Income Tax registration.
- The bidder should have at least three – years experience; certificate of satisfactory performance for providing registered taxi vehicles with Central Govt./State Govt./Public Sector shall be provided.
- The bidder should own at least 12 vehicles (not older than April, 2013) registered as Taxi

Bidders shall have to deposit bid security of Rs. 1,50,000/- (Rs one lakh and fifty thousand only) in the form of Demand Draft on any scheduled bank at Delhi in favour of DDO, NDMA, New Delhi-29 along with the bid.

Intending eligible bidders may obtain copy of the bid document from the Section Officer (Gen), National Disaster Management Authority, A-1 Safdarjung Enclave, New Delhi-110029, on payment of Rs. 200/- (Rs Two hundred only) (non refundable) up to 21.04.2014 from 11.00 Hrs. to 13.00 Hrs. The payment will be accepted in the form of crossed Demand Draft on any scheduled Bank at Delhi/ New Delhi drawn in favour of "DDO, NDMA, Delhi-29. Time for submission of bids would be up to 15.30 hrs on 21.04.2014 and the technical bid will be opened at 16.00 hrs on 21.04.2014. Only technically qualified successful bidders would be called to attend opening of financial bid and date & time for opening of financial bid will be intimated later.

The interested Companies/Firms/Agencies may put bid document complete in all respects along with Earnest money Deposit (EMD) of Rs. 1,50,000/- (Rupees one lakh and fifty thousand only) and other requisite documents from 10.30 AM till 1530 hours upto 21.04.2014 in the Tender Box kept on the reception of NDMA.

Tenders inquiry is also available on our portal at www.ndma.gov.in. Undersigned and Shri Deen Dayal, Section officer (General) [Phone No. 26701829] may also be contacted for any clarification.

This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Secretary, NDMA, Govt. of India, in this regard shall be final and binding on all.

The bid shall not be accepted after this deadline under any circumstances whatsoever.

(Partha Kansabanik)
Under Secretary (General)
For & on behalf of the President of India
National Disaster Management Authority,
A-1 Safdarjung Enclave,
New Delhi-110029,
Phone No. 24601796

CHAPTER-II
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. ELIGIBLE BIDDERS:

This invitation for bids is open to:

- (i) The firm/ company who has turnover of more than 50 lakhs during each of previous three financial years i.e. 2010-11, 2011-12 and 2012-13. Turn over certificate/ copy of balance sheet from Chartered Accountant for these three financial years to be enclosed.
- (ii) The firm/ company who have three years working experience in supply of registered taxi vehicles to any Central/State Government Organizations including Ministries / Departments / PSUs is eligible to participate in the bid. Copy of satisfactory performance for supply of the registered taxi vehicles should also be enclosed.
- (iii) The company should have Service Tax and Income Tax registration.
- (iv) The company should have own at least 12 vehicles (not older than April 2013) registered as Taxi.

2. DOCUMENTS REQUIRED TO BE SUBMITTED ALONG WITH THE BID:

2.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents.

- a) Valid Service TAX Registration Certificate.
- b) Turn over certificate from Chartered Accountant / Balance sheet certificate & copy of PAN card.
- c) Document in support of the past performance (three year experience certificate).
- d) Document showing ownership of 12 vehicle (not older than April, 2013 model) in taxi category or document (e.g. lease deed) that firm shall be able to supply at least 12 vehicles in taxi category (not older than April, 2013 model).
- e) Bid Security (EMD) of required amount in the form of Demand Draft.
- f) Information sheet about the bidder as per Annexure –I.
- g) Declaration as given in Annexure –II.
- h) Declaration on Non-tampering of Document in case of Downloaded Tender, in the format given in Annexure – III.
- i) Certificate of Near Relative not working in NDMA including outsourced employees in the format given in Annexure – IV.
- j) Pre-receipt for refund of EMD in the format given in Annexure – V.

Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. All the pages of the tender document and certificates shall be duly signed by the bidder.

CHAPTER-III
SCHEDULE OF REQUIREMENTS

3. PACKING BID DOCUMENTS

Tender should be submitted in **two covers; one** super scribing “**Technical Bid**” and **Second** super scribing “**Financial Bid**” and both the envelopes are in turn be put in another envelope and this envelope should be super scribed prominently as “**TENDER FOR HIRING OF COMMERCIAL VEHICLES**”. All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. Tenders received without proper sealing are liable to be rejected.

4. PRESCRIBED FORMAT

Tender offers shall be submitted in the prescribed format along with the original tender document and enclosed Price bid. Price bids offers not adhering to the prescribed format are liable to be rejected summarily.

5. BID PRICE

5.1 The supplier shall quote in original in the Schedule of Rates format (Annexure IV) attached along with bid document for types of vehicles given in the “Annexure-IV”.

5.2 Rates quoted in any other format/sheet will not be considered. Rates should be quoted in enclosed sheet in English figures & words without any overwriting, corrections, errors, omissions, etc.

5.3 The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

5.4 Bid price includes basic price plus all taxes, levies and charges except Service Tax, which will be claimed extra as per actual.

6. BID SECURITY (EMD):

6.1 The bidder must deposit Rs. 1,50,000/- (Rupees one lakh and fifty thousand only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of DD from any nationalized bank payable at DDO, NDMA that will remain valid for a period of 45 days beyond the final bid validity period.

6.2 The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.

6.3 The bid security may be forfeited

- (a) If the bidder withdraws his bid during the period of validity specified in the bid form.
- (b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.
- (c) If the successful bidder fails to furnish performance security.
- (d) If the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.

6.4 The bid security of the unsuccessful bidder will be discharged / returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

7. SUBMISSION OF BIDS:

The bids should be duly sealed and addressed to Under Secretary (General), National Disaster Management Authority, "NDMA Bhawan", A-1, Safdarjung Enclave, New Delhi – 110029 on or before 15:00 hours of the due date.

Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

CHAPTER-IV

GENERAL CONDITION OF THE CONTRACT

8. TENDER OPENING

a. The bids shall be opened in the presence of the bidders or their authorized representatives who wish to be present at the time of opening of bids on the due date at their own cost.

b. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

9. BID EVALUATION:

9.1 Bids shall be evaluated to determine whether they are complete; whether any computational errors have been made; whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.

9.2 If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, NDMA will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected.

9.3 NDMA shall evaluate the substantially responsive bids in detail and comparison of bids shall be made on the total amount offered which is inclusive of all taxes, duties, levies and charges except service tax as indicated in the schedule of rates, using evaluation formula given in **Annexure-VI**.

9.4 Contract will be awarded to the lowest evaluation bidder (L1) whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily, as per the term & conditions incorporated in this bid document.

10. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the NDMA in writing at the NDMA's mailing address indicated in the Invitation for Bids. The NDMA shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than one week prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the NDMA shall be sent to all the prospective bidders who have received the bid documents.

11. AMENDMENT OF BID DOCUMENTS:

11.1 At any time, prior to the date of submission of bids, the NDMA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

11.2 The amendments shall be notified in writing or by Fax or by e-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the NDMA and these amendments will be binding on them.

11.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the NDMA may, at its discretion, extend the deadline for the submission of bids suitably.

12. PERFORMANCE SECURITY:

12.1 The successful bidder shall be required to deposit an amount equal to 10% of the contracted value as Performance Security within two weeks of conveying the intention of NDMA to award the contract to him.

12.2 Performance Security of 10% of the value of the contract shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format provided in **Annexure-VII**.

12.3 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for NDMA to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

12.4 Performance Security is to be forfeited and credited to the account of purchaser organization in the event of a breach of contract by the supplier.

12.5 Performance Security submitted shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the successful bidder.

13. AWARD OF CONTRACT:

13.1 NDMA shall consider placement of letter of intent to the bidder whose offer has been found technically, commercially and financially acceptable. The bidder shall within 7 days of the issue of the letter of intent give his acceptance and sign contract agreement with NDMA.

13.2 The successful bidder will be required to submit within five (5) days copies of Registration Certificate (RC), Insurance Papers, Pollution Control Certificate (PCC), Permit etc. for the taxi vehicles proposed to be supplied to NDMA, failing which his earnest money deposit will be forfeited. Provide, however, that if the successful bidder proposes to purchase taxi vehicles, he will be given adequate time, but not exceeding fifteen (15) days to do so.

14. NDMA'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

NDMA reserves the right to increase or decrease the required quantity of taxi vehicles specified in the schedule of requirements without any change in the hiring charges and in other terms and conditions.

15. SIGNING OF CONTRACT:

Signing of agreement shall constitute the award of contract on the bidder for hiring taxi vehicles.

16. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the tender shall be cancelled and NDMA may call for fresh bids.

17. NDMA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The NDMA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the NDMA's action.

18. TERMINATION OF CONTRACT:

18.1 NDMA may, without prejudice to any other right/remedy for breach of contract, terminate the contract:-

- a) If the contractor fails to arrange the supply of any or all of the vehicle(s) within the period specified in the contract or any extension thereof granted by NDMA.
- b) If the contractor fails to perform any other obligations under the contract agreement.

18.2 NDMA may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.

18.3 Notwithstanding anything contained herein, NDMA also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

19. TERMINATION FOR INSOLVENCY

NDMA may also by giving written notice and without compensation to the service provider/contractor terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

20. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, Civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damage against the other in respect of such non performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the NDMA as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

Provided also that if the contract is terminated under this clause, the NDMA shall be at liberty to take over from the contractor at a price to be fixed by the NDMA which shall be final, all unused, un-damaged and acceptable materials, brought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the NDMA elect to retain.

21. ARBITRATION:

21.1 In the event of any question, dispute or difference arising under this Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitral Tribunal, hereinafter called the "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

21.2 The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time.

22. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated to NDMA or any other person or persons contracting through the NDMA and set off the same against any claim of the NDMA or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with NDMA or such other person or persons contracting through NDMA.

23. PAYMENT TERMS:

Payment shall generally be made within 30 days from the date of receipt of valid bills in the office of Under Secretary (Gen.), NDMA. Monthly bills shall be submitted in duplicate along with the copy of the log book vehicle wise (Bills & Log Book should be duly verified by the users of the vehicles).

24. DURATION OF CONTRACT

Normally the contract will be awarded for one year. However, extension upto six months or less will be considered if performance / service of the contractor is found satisfactory, on review, after one year.

25. PERIOD OF VALIDITY OF BIDS:

25.1 Bid shall remain valid for 240 days after the date of bid opening prescribed by the NDMA. A bid valid for a shorter period shall be rejected by the NDMA as non-responsive.

25.2 In exceptional circumstances, the NDMA may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing validity period of the bid security provided under Clause 6 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be permitted to modify his bid.

CHAPTER-V

26. SPECIAL CONDITIONS OF THE CONTRACT

(a). The special conditions of contract shall supplement the General (commercial) conditions of the contract and wherever there is a conflict, the provisions herein shall prevail over those general conditions.

(b) NDMA, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

(c). NDMA reserves the right to disqualify a bidder for a suitable period in case who fails to honour its bid without sufficient ground. The decision of the Secretary, NDMA will be final in this period.

(d). Any liability under any Act or Statute shall be of the contractor and under no circumstances shall NDMA assume responsibility.

(e). 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. Any breach of such laws or regulations shall be deemed to be breach of this contract. The contractor should pay wages to the drivers deployed not less than the minimum wages in the Minimum Wages Act applicable to NCR of Delhi.

(f). No sub-contracting is permissible. The bidder should own at least 12 Vehicle (not older than April, 2013) registered as Taxi.

(g). Family members or the near relatives of all employees working in the National Disaster Management Authority either directly recruited or on deputation or on outsourcing basis are prohibited from participation in this tender. The near relatives for this purpose are defined as:

(i) Members of a Hindu Undivided Family;

(ii) They are husband and wife.

(iii) The one is related to the other in the manner as father, mother son (s), son's wife(daughter- in - law), Daughter (s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister (s) husband (brother-in-law).

(h). The contractor shall assign the job of driving of hired vehicles to experienced drivers having appropriate driving licences and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. NDMA shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to NDMA have to be suitably compensated by contractor.

(i). The contractor shall send the vehicle for periodical servicing at the cost of the contractor NDMA will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of petrol, diesel, lubricants, repairs, maintenance, taxes, insurance etc. will be the contractor's liability.

(j). Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to NDMA as and when demanded.

(k). The maximum limit of 2500 Kms. and 275 hrs per month will be applicable.

(l). Some Occasional vehicles will also be required in NDMA as per requirement and the rates will be paid on pro-rata basis (1/30) of the monthly rates quoted by the firm in each category of the vehicle on daily basis for 100 Kms. and 11 hours per day.

(m). Shortage in utilizing the contractual 2500 Kms. per month in any particular month shall be adjusted over a period of subsequent three months.

(n). Change of commercial vehicle of same type and model will be allowed on written request and approval of Controlling Officer (Under Secretary Gen.) showing the reference of previous vehicle & Kms run of that vehicle during that quarter. Old and new vehicle will be considered in continuation for counting shortage in utilizing the contractual 2500 Kms in particular month of that quarter.

(o). The vehicle may be used anywhere in the territorial jurisdiction of NCR Delhi.

(p). Change of other type of vehicle will be allowed during break down of contract vehicle and with written approval of controlling officer.

(q). TDS applicable will be deducted from the payable amount of the bill.

(r). The contractor shall abide with all local/municipal/State/Central laws and regulations.

(s). The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the NDMA office to contact them as and when required, during the period of the contract.

(t). Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and misbehavior by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of NDMA.

(u). The Service provider/contractor shall not engage any person below the age of 18 years.

(v). The DLY taxies should be in very good working condition and well maintained during the contract period. Further, it should have a decent getup i.e. outer body / upholstery etc. should be decent looking.

(w). Actual parking charge / toll taxes / entry taxes / inter-state taxes for journey, service tax will be reimbursed along with the hiring charges bill. The bills raised by the contractor should have all tax registration numbers printed on the bills.

(x). The antecedents of drivers to be deployed should be properly verified and their details (names, addresses, telephone numbers, photographs, copies of driving license etc.) will have to be provided to NDMA. Prior permission has to be obtained from the Controlling Officer before change of any driver.

(y). The drivers of the DLY taxis should be fully conversant with the routes of Delhi & NCR and should possess valid driving licences in their names. The drivers must be neatly dressed, proficient in speaking local language, well mannered, courteous with proven integrity and should always carry a mobile phone with him.

(z). Payment of all kinds of Govt. taxes or duties for supplying vehicles in Delhi will be the liability of the contractor.

CHAPTER-VI

27.SERVICES TO BE PROVIDED

(a). **Service:** Provision of registered commercial vehicles (Taxi) with licensed drivers, on hiring basis for running in NCR Delhi.

(b). **Contract Period:** Under normal circumstances the contract shall be valid for a period of one year. However contract may be extended for further period (of up to One Year) if agreed by the contractor and NDMA on the same rate and terms and conditions.

(c). **Quantity:** Estimated number of vehicles to be hired is **12**. However it should be clearly noted that NDMA shall place the order only as per the actual requirement from time to time.

(d). **Duty hours:** Normal duty timings shall be from 0830 hrs to 1930 hrs on working days. The vehicles shall be required for the whole month with one day weekly off which will be strictly used or utilized for the maintenance and cleaning of vehicle and driver. During the weekly off period vehicle will not be utilized for any other duty by the firm.

(e). **Notice Period:** 1) For regular requirements one day in advance.
2) Telephonic intimation shall be considered as notice.

(f). **Reporting Place & Jurisdiction:** Any place within the jurisdiction of the Office of NDMA. Actual place of reporting shall be specified by users of vehicles. Vehicle shall be required to run to any station within the territorial jurisdiction of NCR Delhi.

(g). **Counting of Distance:** The counting of distance will be effective from the starting point of the user and closing at the point wherever user completes his/ her travel (in other words, no mileage on account of dead end will be added).

(h). **Accuracy of Meter reading:** The accuracy of meter reading should tally with the actual distance of run at any instant and controlling / authorized officer shall have full power to check up the meter correctness and to take action to recover the actual loss to NDMA. The log book should be maintained on day to day basis.

CHAPTER-VII

28. PENALTIES :

Penalty clauses would be as under:

Sl. No.	Problems	Penalty
1.	Late arrival (a). By 10 minutes (b). Between 10 to 30 minutes (c). 30 minutes and beyond or does not turn up	(a). Rs. 50.00 (b). Rs. 100.00 (c). Rs. 200.00 In all the above cases, the officer concerned, depending upon the urgency, can hire a taxi for the day or take a taxi to reach the destination, payment of which shall be borne by the Contractor.
2.	Attire / turnout of the driver (a). Inappropriate (b). Very Inappropriate	(a). Rs.50.00 to 200.00 depending upon the inappropriateness. (b). The driver with the vehicle will be sent back and a penalty of Rs. 300.00 will be imposed. A taxi will be hired for the day and payment for the same will be borne by the contractor.
3.	Unclean vehicle or seat covers / smell in the vehicle	Rs. 50.00 for the 1 st day Rs. 200.00 per day for the 2 nd consecutive day and beyond
4.	AC not working, malfunctioning	The contractor to provide another vehicle in an hour's time or else the office can hire a taxi for the day, payment of which will be borne by the contractor.
5.	Breakdown enroute	Officer to hire a taxi to reach the destination, payment to be borne by the contractor.
6.	Recurrent malfunctioning / dissatisfactory vehicle condition	The vehicle will be returned. A taxi will be hired, payment of which will be borne by the contractor along with a daily fine of Rs. 500.00 till such time a proper vehicle is provided.
7.	Driver poor knowledge of route	Driver to be changed by the contractor. If the contractor does not change the driver in 03 days time, the vehicle will be sent back and a taxi hired, payment of which will be borne by the contractor, along-with a fine of Rs. 200.00 daily.8
8.	Driver's behaviour	Rs. 50.00 to Rs. 250.00 depending upon the gravity of the misdemeanour. If the misbehaviour continues then the driver will have to be changed by the contractor. If the contractor doesn't change the driver in 03 days time, the vehicle will be sent back and a taxi hired, payment of which will be borne by the contractor, alongwith a fine of Rs. 200.00 daily.

29. SPECIAL:

29.1 Intending bidder must have a telephone where requisition of Vehicles can be conveyed all the 24 Hrs. Telephone Number must be specified in the bid.

29.2 Payment of any Govt. Tax including service tax or duty for the vehicles in the service area will be the liability of NDMA.

29.3 Shortage in utilizing the contractual specified kms. (2500 kms.) in any particular month shall be adjusted over a period of subsequent three (3) months.

29.4 Parking and Toll charges, if any, may be claimed by producing the Parking / Toll slips.

PART – I
Contract Form

1. This agreement is made this day.....between, herein after called “ name of company” the first party which expression shall include his heirs, executors and administrators/ heir successors and National Disaster Management Authority, herein after called “NDMA”, the second party, through Under Secretary (General), NDMA, New Delhi herein after include his successors and assignees, shown as under :--

2. That WHEREAS the first part shall and will execute the work described as “Annual Contract for hiring of Outsourcing vehicle on monthly / occasional basis in National Disaster Management Authority, New Delhi details of which are given in Annexure-VI to this office tender noticedatedat the rated quoted byvide their tender..... dated and as per all the terms and conditions given in Notice Inviting Tender (NIT) dated.....which shall become part and parcel of this agreement.

3. That the first party would submit each time the following along with their pre-receipted bills in duplicate in support of their claim:--

(a) Monthly call reports with date and time of call, nature of fault, cleared date and time, user details with signature and designation stamp of the authorized signatory not less than the level of Assistant director/ Section officer / Accounts officer / personal secretary / PA or any other equivalent or higher officers as the case may be and a authorized by the General-I Section officers later.

(b) User wise log book as mentioned in clause 4 of section- IV of the bid document.

4. That WHEREAS, the second party shall and will pay on production of monthly bills in duplicate along with the copy of the log book vehicle wise.

5. In accordance with the NIT this agreement is made for a period of one year from, as in clause 1(i) of section- II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF.....2014

Witness

For

Outsourcing vehicle Vendor

Witness
NDMA

For

BID FORM

(To be enclosed with envelope containing technical bid)

Tender No. 24-1/2014 – Gen. dated -----

To,

**Under Secretary (General),
National Disaster Management Authority,
“NDMA Bhawan”, A-1, Safdarjung Enclave,
New Delhi - 110029**

Dear Sir,

1. Having read the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the Schedule of prices attached herewith and made part of this bid.
2. We undertake to enter into agreement within one week duty of being called upon to do so and bear all expenses including charges for stamp etc. and agreement will be binding on us.
3. If our bid is accepted, we agree to our EMD being converted as performance guarantee and the rest of the amount may be deducted in equal monthly installments from our bill as Performance security for the due performance of the contract.
4. We agree to abide by this Bid for a period of 240 days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

Dated thisDay of 2014

Signature of

In Capacity of
Duly authorized to sign the bid for and on behalf of

Witness.....
Address
Signature

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

S.No	Details of Documents to be Submitted	Submitted(Yes)/ Not Submitted(No)
1.	Cost of Tender Paper (if downloaded from website) DD No. Date: Bank:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	EMD (Amount Rs.150000/-) DD No. Date: Bank:	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Copy of Valid Service TAX Registration Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Copy of turn over certificate /balance sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Copy of PAN card.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Copy of Document in support of the past performance (three year experience Certificate).	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Document showing <u>ownership</u> of 12 vehicles (not older than April, 2013 model) in taxi category	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Document (e.g. lease deed) that firm shall be able to supply vehicle in taxi category (not older than April, 2013 model)	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Information sheet about the bidder as per Annexure- I.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Declaration as given in Annexure-II	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	Declaration of Non-tampering of Document in case of Downloaded Tender, in the format given in Annexure-III	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	Certificate of Near Relative not working in NDMA in the format given in Annexure- IV	<input type="checkbox"/> Yes <input type="checkbox"/> No

DATE

SIGNATURE

SEAL

FINANCIAL BID (As per Annexure – VI)

(To be enclosed in a separate sealed envelope)

Name of the Tenderer:

SCHEDULE OF RATES**(Scheduled Works)****Monthly KM hire slab:****Category A : Three (3) Indica/Santro/Wagon R (A/C)**

S.N	Items	Unit Price (in Rs.)	Amount of tax/duty/levy etc.	Total Amount (of unit price plus the tax/duty/levy amount(2+3))	Number of taxi vehicle to be hired	Total Amount (4x5)
	(1)	(2)	(3)	(4)	(5)	(6)
1	Rate for 2500 Kms per Month & 275 hours per month	Rs..... per Month.			3	
2	Rates for each additional hour beyond 275 hours per month	Rs..... per Hour				
3.	Rates for each additional Kilometer beyond 2500 Kms for the month	Rs..... per Km				

Total of Category A =**Category B : One (1) Indica/Santro/Wagon R (Non - A/C)**

S.N	Items	Unit Price (in Rs.)	Amount of tax/duty/levy etc.	Total Amount (of unit price plus the tax/duty/levy amount(2+3))	Number of taxi vehicle to be hired	Total Amount (4x5)
	(1)	(2)	(3)	(4)	(5)	(6)
1	Rate for 2500 Kms per Month & 275 hours per month	Rs..... per Month.			1	
2	Rates for each additional hour beyond 275 hours per month	Rs..... per Hour				
3.	Rates for each additional Kilometer beyond 2500 Kms for the month	Rs..... per Km				

Total of Category B =

Category C : One (1) Maruti SX4 (A/C)

S.N	Items	Unit Price (in Rs.)	Amount of tax/duty/levy etc.	Total Amount (of unit price plus the tax/duty/levy amount(2+3))	Number of taxi vehicle to be hired	Total Amount (4x5)
	(1)	(2)	(3)	(4)	(5)	(6)
1	Rate for 2500 Kms per Month & 275 hours per month	Rs..... per Month.			1	
2	Rates for each additional hour beyond 275 hours per month	Rs..... per Hour				
3.	Rates for each additional Kilometer beyond 2500 Kms for the month	Rs..... per Km				

Total of Category C=**Category D : Seven (7) Maruti Swift Dzire/Tata Indigo/Etios /Ascent (A/C)**

S.N	Items	Unit Price (in Rs.)	Amount of tax/duty/levy etc.	Total Amount (of unit price plus the tax/duty/levy amount(2+3))	Number of taxi vehicle to be hired	Total Amount (4x5)
	(1)	(2)	(3)	(4)	(5)	(6)
1	Rate for 2500 Kms per Month & 275 hours per month	Rs..... per Month.			7	
2	Rates for each additional hour beyond 275 hours per month	Rs..... per Hour				
3.	Rates for each additional Kilometer beyond 2500 Kms for the month	Rs..... per Km				

Total of Category D =

Note: **Service Tax shall be paid extra as per actual. Accordingly, the Service Tax will not form part of price bid evaluation.**

Signature of the Bidder in full with date

Date:

INFORMATION ABOUT THE BIDDER

1) Name & Address of Firm/Party: _____

Telephone Number (O) _____

(R) _____

(Mobile) _____

2) Whether it is Proprietorship or Partnership _____

3) Full Name(s) of Proprietor or Partners _____

(Attested copies of partnership deed _____

should invariably be attached along _____

with Authorizations)

4) Permanent Account Number (Income Tax) _____

5) Sales Tax Registration Number of the Firm/Party _____

6) Reference Number of Tender Offer of the Firm/party _____

EVALUATION FORMULA (Monthly Vehicle)**Category A : Three (3) Indica/Santro/Wagon R (A/C)**

Sl. No.	Particulars	Rate (X) Unit price (incl. of all taxes / levies including Central, State and Municipal taxes, etc. except Service tax)	Approx. Quantity (Y)	Total Amount (Multiplication of X and Y)
1.	Rate for first 2500 Kms per month & 275 hrs per month		3	
			Total =	

Category B : One (1) Indica/Santro/Wagon R (Non - A/C)

Sl. No.	Particulars	Rate (X) Unit price (incl. of all taxes / levies including Central, State and Municipal taxes, etc. except Service tax)	Approx. Quantity (Y)	Total Amount (Multiplication of X and Y)
1.	Rate for first 2500 Kms per month & 275 hrs per month		1	
			Total =	

Category C : One (1) Maruti SX4

Sl. No.	Particulars	Rate (X) Unit price (incl. of all taxes / levies including Central, State and Municipal taxes, etc. except Service tax)	Approx. Quantity (Y)	Total Amount (Multiplication of X and Y)
1.	Rate for first 2500 Kms per month & 275 hrs per month		1	
			Total =	

Category D : Seven (7) Maruti Swift Dzire/Tata Indigo/Etios (A/C) /Ascent (A/C)

Sl. No.	Particulars	Rate (X) Unit price (incl. of all taxes / levies including Central, State and Municipal taxes, etc. except Service tax)	Approx. Quantity (Y)	Total Amount (Multiplication of X and Y)
1.	Rate for first 2500 Kms per month & 275 hrs per month		7	
			Total =	

Grand Total=**Note: Service Tax shall be paid extra, as per actual.**

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor/Director/authorized signatory of the agency/Firm, 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.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

DECLARATION REGARDING DOWNLOADED DOCUMENT

I / We Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that I / We has/have not tampered the tender document No: D-15020/01/2014- Gen., Dated downloaded from the website www.ndma.gov.in.

Signature -----

Name -----

Name & address of the firm: -----

DECLARATION REGARDING NEAR RELATIVES

I/ We declare,

1. That I or any of my partner am/is neither working in any capacity in anywhere in the NDMA, nor am/is removed/ dismissed from service of NDMA.
2. That none of my near relatives are working in any capacity in NDMA nor am/is removed/ dismissed from service of NDMA.

Or

The details of my near relatives working in NDMA including outsourced employees are as under:

S. No.	Name and Address	Capacity in which working	Office in which working

3. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of NDMA immediately.
4. i) That I /We shall intimate the names of persons working in NDMA related to our employees who are working with me /us in any capacity or are subsequently employed by me/us.
ii) That none of my employees is a removed/dismissed employee of either any unit of NDMA.
5. That I/ We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit /Security deposit held NDMA
6. If at any time, it is found that the information given in the above appendix is incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the SD shall be forfeited and legal actions shall be initiated without any prejudice to the rights of NDMA to debar the firm from entering into future contracts.

Place :

Signature :

date:

Name:

(Capacity in which he is signing)_____

NOTE: The term “relatives” means wife/husband/parents and grand parents/children/ grand children / brothers/ sister /uncles/aunts/cousins and their corresponding in-laws.

PRE RECEIPT

FOR REFUND OF EARNEST MONEY

Received with thanks from Communication DDO, NDMA, New Delhi a sum of Rs. _____ /-
(Rupees _____ only), towards
refund of Earnest Money Deposit paid in respect of the Tender no. **24-1/2014 – Gen. Dated -----**
for “ Hiring of Taxi ” in NDMA, New Delhi.

Date:

Signature of Bidder
(On one rupee revenue stamp)

Place:

Name & Address: _____

(Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion of the tender)

PROFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of NDMA having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfillment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as “the bank”) at the request of _____ service provider’s do hereby undertake to pay to NDMA an amount not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by NDMA by reason of any breach by the said service provider’s of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NDMA stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by NDMA reason of breach by the said service provider’s of any of the terms & conditions contained in the said agreement or by reason of the service providers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of NDMA in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/- (Rs.in words)
3. We undertake to pay to NDMA, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of NDMA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NDMA certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) _____ further agree with NDMA that NDMA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by NDMA, against the said service provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider(s) or for any forbearance, and or any omission on the part of NDMA, or any indulgence by NDMA, to the said service provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).

7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by NDMA.

Dated: _____

For _____
(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach NDMA on or before date of bid opening)

To,

Under Secretary (General),
National Disaster Management Authority,
“NDMA Bhawan”, A-1, Safdarjung Enclave,
New Delhi – 110029.

Sub: Authorization for attending bid opening on _____ (date) in the
tender of _____

Following person is authorised to attend the bid opening for the tender mentioned above on
behalf of _____ (Bidder)

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

Note: Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received.