

F.No. 24-1/2014-Genl.
GOVERNMENT OF INDIA
NATIONAL DISASTER MANAGEMENT AUTHORITY
A-1, Safdarjung Enclave, New Delhi -29

Dated 6 16.02.2016

E-NOTICE INVITING TENDER

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi, on behalf of the President of India invites online bids in two bid system (Technical & Financial) from the prospective contractors for a period of one year for **Hiring of Registered Taxi Vehicles** of different type/make on monthly/occasional basis at NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi.

Manual bids shall not be accepted.

The Tender Document floated for the purpose can be downloaded only from www.eprocure.gov.in/eprocure/app and bid can only be submitted through the same website. Bid submitted other than on CPP portal will not be accepted. Important dates related to this tender are furnished below for information:

Critical Date Sheet

Sl. No.	Particulars	Date	Time
01	Date of Online Publication of Tender	17.02.2016	17.00 Hrs.
02	Tender Document Download Start Date	17.02.2016	17.30 Hrs.
03	Bid Submission Start Date	17.02.2016	18.00 Hrs.
04	Bid submission Close Date	01.04.2016	14.00 Hrs.
05	Opening of Technical Bids	01.04.2016	15.00 Hrs.

Interested parties may submit online bids on or before the prescribed last date of submission of Tender on the website <https://eprocure.gov.in/eprocure/app>.

(Turam Bari)
Under Secretary (General)
National Disaster Management Authority,
A-1 Safdarjung Enclave,
New Delhi-110029,
Phone No. 24601899

TENDER DOCUMENT

SECTION – I

DETAILED INFORMATION/TERMS & CONDITIONS IN CONNECTION WITH THE TENDER FOR ANNUAL RATE CONTRACT FOR HIRING OF REGISTERED TAXI VEHICLES FOR NATIONAL DISASTER MANAGEMENT AUTHORITY AT DELHI.

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi, on behalf of the President of India invites online bids in two bid system (Technical & Financial) from the prospective contractors for a period of one year for Hiring of Registered Taxi Vehicles of different type/make on monthly/occasional basis at NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi. Bids shall be submitted online only at CPPP website www.eprocure.gov.in/eprocure/app . Tenderer/contractor are advised to follow the instructions provided as per **Annexure-XII** and also provided in the Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at above mentioned site. The schedule of the Critical Date Sheet is as under:-.

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Bids to be submitted online in two packet systems only:

1. Technical Bid

Technical bid should contain the following documents:

- Signed and scanned copy of check list [as per annexure-III].
- Signed and scanned copy of Valid Service TAX Registration Certificate and Income Tax registration.
- Signed and scanned copy of Turn over certificate from Chartered Accountant / Balance sheet certificate & copy of PAN card.
- Signed and scanned copy of document in support of the past performance for the **last three year (2012-13,2013-14,2014-15)** .
- Signed and scanned copy of Document showing ownership of atleast 10 vehicles (not older than August,2014 model) in taxi category or document (e.g. lease deed) that firm shall be able to supply at least 10 vehicles in taxi category (not older than August,2014 model).
- Signed and scanned copy of Bid Security (EMD) for a value of Rs. 1,30,000/- in the form of Demand Draft.
- Signed and scanned copy of tender fee in the form of bank draft for Rs.200/-.
- Signed and scanned copy of Information sheet about the bidder as per Annexure ó V.
- Signed and scanned copy of Declaration as given in Annexure óVI.

- (j) Signed and scanned copy of Declaration on Non-tampering of Document in case of Downloaded Tender, in the format given in Annexure ó VII.
- (k) Signed and scanned copy of Certificate of Near Relative not working in NDMA including outsourced employees in the format given in Annexure ó VIII.
- l) Signed and scanned copy of Pre-receipt for refund of EMD in the format given in Annexure ó IX.
- m) Signed and scanned copy of letter of authorization for attending bid opening as per Annexure-XI.
- n) Signed and scanned copy of Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No. 24-1/2014-Genl (containing 27 pages) by the authorized person/ persons.
- (o) Signed and scanned copy of ITR for the financial years 2012-13 and 2013-14.

2. Financial Bid

Price Bid to be uploaded online as prescribed BOQ_XXXX format attached in this tender.

3. SUBMISSION OF BID

- 3.1 The tender document can be downloaded only from www.eprocure.gov.in and can only be submitted through the same website. Scanned copies of all the documents as mentioned in Clause-1 above including scanned copies of Tender Fees and EMD in the form of demand draft or signed and scanned copy of receipt/challan of RTGS payment in favour of PAO, NDMA should be submitted with e-bid.
- 3.2 It is also required to submit hardcopies of EMD & Tender Fee (in case of bank draft/bankers cheque) in original instruments in a sealed envelope superscripted for "Hiring of Registered Taxi Vehicles By National Disaster Management Authority, New Delhi" and addressed to "Under Secretary (General), National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi- 110029" at Main Reception, NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi ó 110029 on or before the closing date and time.
- 3.3 Bidders who had downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with NDMA.
- 3.4 Intending bidders are advised to visit CPPP website <http://eprocure.gov.in> at least three days prior to closing date of submission of tender for any corrigendum/addendum/amendment.

4. OPENING OF THE BID

- 4.1 Technical Bids will be opened as per Critical Date Sheet.
- 4.2 Financial Bids of the eligible bidders will be opened on a later date. The date & time for opening of Financial Bids will be announced later.
- 4.3 Offline Bids will not be accepted under any circumstances.

5. TENDER FEE

5.1 Tender Fee of Rs. 200/- (Rupees two hundred only) in the form of Demand Draft/Banker's Cheque in favour of the **'DDO, NDMA'** payable at **'New Delhi'** should be submitted as mentioned in clause 3 of this tender document or the Tender Fee may be deposited electronically by RTGS in favour of **'PAO, NDMA'** payable at **'New Delhi'**, **Bank Name-State Bank of India, Safdarjung Enclave, New Delhi, Account Number: 31454767006, IFSC Code: SBIN0013182.**

6. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY.

- 6.1 EMD of Rs. 1,30,000/- (Rupees one lakh thirty thousand only) in the form of Demand Draft/Banker Cheque from any scheduled Bank in Delhi/ New Delhi in favour of **" Drawing & Disbursing Officer, National Disaster Management Authority, New Delhi-110029"** should be submitted as mentioned in clause 3 of this tender document. EMD should be **valid** for a period of **45 days** beyond the final bid validity period **or** the EMD may be deposited electronically by RTGS in favour of **'PAO, NDMA'** payable at **'New Delhi'**, **Bank Name-State Bank of India, Safdarjung Enclave, New Delhi, Account Number: 31454767006, IFSC Code: SBIN0013182.** Bidders are required to submit the details of EMD payment at the time of bid preparation.
- 6.2 The bid security of the unsuccessful bidder will be discharged /returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. EMD of the successful bidders will be returned only after receipt of Performance Security.
- 6.3 The amount of EMD is liable to be forfeited if the Tenderer refuses the offer after submission of the tender or after the acceptance of the offer by the NDMA or fails to sign the contract or to remit the Performance Security Deposit. **The bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of NDMA in this regard.**
- 6.4 No interest will be paid by the NDMA on the EMD/Performance Security deposited.
- 6.5 The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits and credit facility certificate must be delivered to the **Under Secretary (General), National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi- 110029** at Main Reception, NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi **ó** 110029 on or before the closing date and time. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like Demand Draft/Pay Order etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.

SECTION-II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. ELIGIBLE BIDDERS:

This invitation for bids is open to:

- (i) The firm/ company having turnover of more than 20 lakhs during each of previous three financial years i.e. (2012-13, 2013-14 and 2014-15). Turn over certificate/ copy of balance sheet from Chartered Accountant for these three financial years to be enclosed. In case accounts are not audited, bidder may furnish provisional Turnover certificate by Chartered Accountant.
- (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 owned at least 10 vehicles (not older than August 2014) registered as Taxi.

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

Failure to furnish all the documents required in Clause-1 of Section-I of tender document may result in rejection of the Bid.

SECTION-III

SCHEDULE OF REQUIREMENTS

3. PRESCRIBED FORMAT

Price bids offers not adhering to the prescribed format are liable to be rejected summarily.

4. BID PRICE

4.1 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+.

4.2 Rates quoted in any other format/sheet will not be considered.

4.3 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.

SECTION-IV

GENERAL CONDITION OF THE CONTRACT

5. 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.

6. BID EVALUATION:

6.1 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.

6.2 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.

6.3 NDMA shall evaluate the substantially responsive bids in detail and comparison of bids shall be made on the total amount offered which is exclusive of all taxes, duties, levies, service tax etc. as indicated in the schedule of rates. VAT/Service tax as applicable, will be paid by NDMA.

6.4 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.

7. 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.

8. AMENDMENT OF BID DOCUMENTS:

8.1 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.

8.2 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.

8.3 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.

9. PERFORMANCE SECURITY:

9.1 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.

9.2 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-XI**.

9.3 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.

9.4 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.

9.5 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.

10. AWARD OF CONTRACT:

10.1 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.

10.2 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.

11. 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.

12. SIGNING OF CONTRACT:

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

13. 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.

14. 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.

15. TERMINATION OF CONTRACT:

15.1 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.

15.2 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.

15.3 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.

16. 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.

17. 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 un-used, 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.

18. ARBITRATION:

18.1 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.

18.2 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.

19. 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.

20. 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).

21. 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.

22. PERIOD OF VALIDITY OF BIDS:

22.1 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.

22.2 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 and 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.

SECTION-V

23. 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 10 Vehicle (not older than August,2014) 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 licenses 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 (1/26) of the monthly rates quoted by the firm in each category of the vehicle on daily basis for 96 Kms. and 10 ½ 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. Taxies should be provided with Large size Towels for all the seats and perfume/air freshener.
- (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 taxies should be fully conversant with the routes of Delhi & NCR and should possess valid driving licenses in their names. The Contractor shall provide uniform to drivers and the colour of uniform shall be decided mutually. 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/NCR will be the liability of the contractor.

SECTION-VI

24. 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 5. 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.

SECTION-VII

25. 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.	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 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, alongwith a fine of Rs. 200.00 daily.

26. SPECIAL:

26.1 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.

26.2 Payment of any Govt. Tax including service tax and duty for the vehicles in the service area , other than those mentioned in clause 23(z) will be reimbursed by NDMA.

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

26.4 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-IV to this office tender noticedated ò ò ..at the rate 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 20 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 21 of Section IV 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.....201

Witness

For

Outsourcing vehicle Vendor

Witness

For NDMA

BID FORM
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 this _____ Day of _____ 2016 .

Signature of

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

Witness _____ ..
Address _____ ..
Signature

CHECK LIST FOR TECHNICAL BID

S.No	Details of Documents to be Submitted (Put headings on first page of every document attached(i.e. for every serial no.))	Page no. (mandatory)
1.	copy of check list [as per annexure-III]	
2.	Valid Service TAX Registration Certificate and Income Tax registration.	
3.	Turn over certificate from Chartered Accountant / Balance sheet certificate & copy of PAN card.	
4.	document in support of the past performance for the last three year (2012-13,2013-14,2014-15)	
5.	Document showing ownership of atleast 10 vehicles (not older than August,2014 model) in taxi category or document (e.g. lease deed) that firm shall be able to supply at least 10 vehicles in taxi category (not older than August,2014 model).	
6.	Tender Fee (Rs. 200/-) DD No. Date: Bank:	
7.	EMD (Rs.1,30,000/-) DD No. Date: Bank:	
8.	Information sheet about the bidder as per Annexure- V.	
9.	Declaration as given in Annexure-VI.	
10.	Declaration of Non-tampering of Document in case of Downloaded Tender, in the format given in Annexure-VII	
11.	Certificate of Near Relative not working in NDMA in the format given in Annexure- VIII	
12.	Signed and scanned copy of Pre-receipt for refund of EMD in the format given in Annexure . IX.	
13.	Letter of authorization for attending bid opening as per Annexure-XI	
14.	Signed and scanned copy of Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No. 24-1/2014-GenI (containing 27 pages) by the authorized person/ persons.	
15.	Signed and scanned copy of ITR for the financial years 2012-13 and 2013-14	

DATE

SIGNATURE
SEAL

ANNEXURE - IV

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Bidder

Name :

NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	BASIC RATE In Figures To be entered by the Bidder Rs.	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	4	13	54	55
1.	Indica/Santro/Wagon- R (A/C) 1. Rate for 2500 Kms per Month & 275 hours per month 2. Rates for each additional hour beyond 275 hours per month 3. Rates for each additional Kilometer beyond 2500 Kms for the month	01	Rs 0 0 0 0 ... per Month.	0.0000	INR Zero Only
			Rs 0 0 0 0 .. per Hour		
			Rs 0 0 0 0 .. per Km		
2.	Maruti SX4 (A/C) 1. Rate for 2500 Kms per Month & 275 hours per month 2. Rates for each additional hour beyond 275 hours per month 3. Rates for each additional Kilometer beyond 2500 Kms for the month	01	Rs 0 0 0 0 ... per Month.	0.0000	INR Zero Only
			Rs 0 0 0 0 .. per Hour		
			Rs 0 0 0 0 .. per Km		
3.	Maruti Swift Dzire/Tata Indigo/Etios /Ascent (A/C) 1. Rate for 2500 Kms per Month & 275 hours per month 2. Rates for each additional hour beyond 275 hours per month 3. Rates for each additional Kilometer beyond 2500 Kms for the month	03	Rs 0 0 0 0 ... per Month.	0.0000	INR Zero Only
			Rs 0 0 0 0 .. per Hour		
			Rs 0 0 0 0 .. per Km		
	Note : L1 bidder will be selected on the basis of total of Sl. No 1.01, 2.01 & 3.01 only. Other items i.e 1.02, 1.03, 2.02, 2.03, 3.02, 3.03 will not be counted for arriving at total cost.				
Total in Figures				0.0000	INR Zero Only
Quoted Rate in Words					

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 _____

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: 24-1/2014-, Dated õ õ õ õ õ downloaded from the website www.ndma.gov.in. or www.eprocure.gov.in/eprocure/app

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 grandparents/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 %be 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. 0 0 0 0 0 ..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,

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

Sub: Authorization for attending bid opening on _____ . in the
Tender of **Hiring of Registered Taxi Vehicles**

Following person is authorized 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.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 3070 2232**.
