#### **TENDER DOCUMENT**

#### **FOR**

# NOTICE INVITING TENDERS (NIT) FOR EMPANELMENT AND HIRING OF COMMERCIAL VEHICLES (DLY/DLZ TAXI) SERVICES

#### **Important**

Last Date of Submission of	20.01.2020, 1600 hrs
Tender	
Date of Opening	21.01.2020 1030 hrs

#### Note:

Bidders should read, sign all pages and understand terms & conditions carefully before submitting the tender



# TECHNOLOGY INFORMATION, FORECASTING &ASSESSMENT COUNCIL (TIFAC)

(An Autonomous body under Department of Science and Technology, Govt. of India) Vishwakarma Bhawan, A-Wing, Shaheed Jeet Singh Marg, New Delhi-110016

## NOTICE INVITING TENDERS (NIT) FOR EMPANELMENT AND HIRING OF COMMERCIAL VEHICLES (DLY/DLZ ) TAXI SERVICES

#### **TERMS AND CONDITIONS**

Technology Information Forecasting & Assessment Council (TIFAC), an Autonomous Organization under Department of Science & Technology, New Delhi, invites 'Sealed Two Bids' for Empanelment and hiring of commercial vehicles (DLY/DLZ Taxi) services (AC/ Non AC) from reputed agencies/firms fulfilling the criteria laid down in Techno-commercial bid format as given at Annexure-I & II. The contract period will initially be for a period of one year extendable for one year on satisfactory performance and mutual consent basis on the same terms and conditions.

- **1.** The Agency/Firms shall have at least **three years** of experience in executing contract for providing DLY taxies services to Govt. organizations/ PSUs/ State Govt. / Quasi Govt. The Agency/Firms shall submit documentary proof of the same along with the tender.
- **2.** The Agency/Firms shall have at least turnover of Rs. 10 Lakhs per year for the last three financial years. (ie. 2016-17, 2017-18, 2018-2019)
- **3.** The contract will be valid for one year from the date of award the contract and extendable for one year by mutual consent of the parties. It may be noted that no request of hike in approved rates for providing commercial vehicles (DLY/DLZ Taxi) will be entertained during the period of contract for any other reason what so ever.
- **4.** The Tender document can be downloaded from the website of TIFAC: <a href="https://www.tifac.org.in">www.tifac.org.in</a>
- 5. This tender shall be processed in two bids system namely (i) Technical/Prequalification and (ii) Commercial/Financial Bids. The bidder shall submit both the bids simultaneously with the same date of receipt i.e. 1600 hrs on 20 January, 2020 addressed to the In-charge (F & A), TIFAC. The tender will be opened by the Standing Purchase Committee on 21 January, 2020 at 10.30 AM.. Financial bid will be opened only after technical evaluation of all the offers received and eligible bidders meeting the criterion as mentioned in the prequalification bid. Those firms that does not meet the requisite criterion/ non-fulfilling the precondition requirements, their financial bid shall not be opened. Bids received after the prescribed deadline will not be considered.
- **6.** The bidder should enclose Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft drawn in favour of TIFAC and payable at Delhi along with the Technical Bid. Micro and Small Enterprises (MSEs)/ MSMEs registered with the Department of Micro Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization (CPO) are

exempted to submit Bid security.

In place of Bid Security (EMD), the MSMEs need to submit a Declaration in Proforma attached as Annexure 1 (A) duly signed and sealed along with Technical bid, failure to which tender document will not be considered.

- **7.** Earnest money will be returned to unsuccessful bidders within 30 days without interest after award of contract or setting aside the tender, as the case may be.
- **8.** Earnest money will be forfeited if the bidder unilaterally withdraws the offer within the period of its validity.
- **9.** In case, the successful bidder declines the offer of contract for whatsoever reasons, his EMD will be forfeited.
- **10.** The successful bidder will have to deposit a Performance Security Deposit of Rs.50, 000/- (Rupees Fifty thousand only) by way of Fixed Deposit Receipt (FDR) from a commercial bank and hypothecated in favour of TIFAC and valid for 60 days beyond the expiry of period of contract. In case of extension of contract fresh performance security deposit will have to be deposited.
- **11.** EMD submitted by the contractor would be converted into the interest free performance security deposit to be retained by TIFAC.
  - Both bids should be submitted in separate envelopes duly sealed, Envelope No.1 (Superscribed as "Technical bid for Empanelment and hiring of commercial vehicles (DLY/DLZ Taxi ) services" shall contain only Technical Bid of Tender Document along with EMD, i.e. Annexure-I of Terms & Conditions of Tenders duly filled in and signed by the bidder. The MSEs need to submit a Declaration Proforma attached as Annexure 1 (A) duly signed and sealed along with Technical bid, failure which tender document will not be considered.
- **12.** The envelope no 2 should contain the format of providing Schedule of Rates to be filled by the bidder in enclosed Annexure-II i.e. commercial/ financial bid. This envelope shall be Superscribed as "Commercial/financial bid for Empanelment and hiring of commercial vehicles (DLY/DLZ Taxi ) services".

Both the above bids should be enclosed in the third envelope duly sealed and superscribed "Bid for Empanelment and hiring of commercial vehicles (DLY/DLZ Taxi) services".

- **13.** Conditional/hypothetical/incomplete bid in any form will not be accepted.
- **14. Validity:** This tender shall be kept valid for acceptance by TIFAC for a period of 90 days after opening of the bids.
- **15.** The contract is not transferable. No sub-letting of the contract is permissible.
- **16.** Contractors will have to send commercial Vehicles only (DLY/DLZ Taxis)

- **17.** Taxis should be in good condition, clean and drivers well behaved & in uniform.
- **18.** Contractor will send details of taxi number, driver name & contract number through message to the official's mobile phones of the TIFAC Nodal person as well to users for whom taxi is booked directly well in advance mandatorily.
- **19.** Taxis should reach the pickup point in time.

#### 20. Services Required:

**Monthly Basis:** The Commercial (DLY/DLZ taxi) services are required on all working days from Monday to Friday. Under this category, certain number of DEDICATED Taxi would be hired with chauffeurs on monthly basis. The entire maintenance and running cost (like repairs, fuel cost, etc.) will be borne by the Taxi operator, and he would be paid on kilometer basis, subject to minimum of 2500 kms per month with 260 hours, such vehicles, along with driver would remain at the disposal of TIFAC for use on any working/non-working day with a provision for atleast one weekly off for the driver. However, the services may also be required on all the seven days in a week and also on National holidays. The contractor shall be bound to deliver the services on all days under the Annual Rate Contract.

**Day to day basis:** Besides the agency is also required to provide few taxis to TIFAC on demand on day to day basis.

#### 21. Terms of Payments

- i. The determining point for Reporting and Relieving of the vehicle shall be the TIFAC, (Vishwakarma Bhawan). The payment for journey from TIFAC to garage & back (dead mileage) would not be paid.
- ii. Payment will be made in the month next to the month of service. Advance payments will not be made under any circumstances. The Travel Agency may submit their Bills for the service rendered during the calendar month by the end of the first week of the next calendar month
- iii. Income tax deduction at source shall be made from the payments as per govt. norms and certificate of TDS will be issued to the Travel Agency.
- 22. Misconduct/Sexual Harassment: TIFAC has strong stance against any form of Sexual Harassment/misconduct to any of its employees at workplace/journey in accordance with Sexual Harassment of women Prevention, Prohibition and Redressal Act, 2013 (SHW Act). The staff should be aware of the Act and comply with its provisions. Sexual harassment/ misconduct will attract appropriate disciplinary action on the concerned person and may result in cancellation of contract & forfeiture of earnest money.

#### 23. Notice for Contract

- i. If the Firm/agency is not in a position to continue the contract and propose to withdraw, they should give three months prior notice.
- ii. The TIFAC has absolute powers to cancel the contract at any time by giving one month prior notice.
- iii.Canvassing in any form will be viewed seriously and if any bidder is found to be resorting to such practices, the tender of such firm will be rejected.

#### iv. PENALTY CLAUSE:

The Time schedule and quality of service should be strictly followed by the agency. If the service is not made on stipulated times/dates or quality of service is not satisfactory; penalty will be levied as mentioned below:

- i. In case of refused to provide service within a given time frame (which would usually be not less than 30 minutes) or any irregularity, substandard service, malpractices noticed, the appropriate warnings will be issued to the Travel Agency. If such acts are found to continue than penalty in monetary terms will be levied.
- ii. In the event of failure of Travel Agency to execute the work to the full satisfaction of the TIFAC, the Competent Authority reserves the right to cancel the contract or withhold the payment due to contractor in part or full and to forfeit the Performance Security deposited.
- iii. If on any occasion it is found that the driver of any vehicles has made wrong entries in the duty slips relating to time and kilometer reading of start or closing of duty/ journey the contractor shall be responsible for the same. The office reserves the right to with hold full payment of the day in respect of such vehicle
- iv. No employee of contractor will use drugs, alcohol or any other toxic substance, cigarette, bidis, pan, masala etc. on duty and if found doing so, appropriate penalty will be imposed by TIFAC on that individual as well as the Travel Agency. The decision of TIFAC will be final in such cases.
- v. The following penalties (indicative) will be imposed in the below mentioned circumstances:

Sending	a	vehicle	e older	than	Rs. 1000/- per occasion
01.01.2016 registered					
Sending	a	vehicle	/ driv	er not	Rs. 500/- per occasion
approved by TIFAC					
Rash ar	nd r	negligent	driving.	Driver	Permanent removal of driver deployment

found smoking/chewing tobacco, pan	in institute and fine of Rs. 1,000/-per
or under influence of alcohol while	occasion on agency.
driving	
If a particular vehicle is identified for a	Rs. 500/- per occasion.
particular route, only that vehicle to be	
sent failing which penalty would be	
levied.	
If the driver does not know the place	Rs. 500/- per occasion.
in Delhi or NCR	
Late reporting of driver	Rs. 500/- per occasion
Driver without uniform	Rs. 500/- per day.
Misconduct, misbehave during	Permanent removal of driver deployment
working for TIFAC	in TIFAC and fine of Rs. 1000/- per
	occasion on agency
Inability to provide service within a	Rs. 1000/- per occasion
given time frame (which would	
usually be not less than 30 minutes)	

The tender accepting authority has a full right to reject any or all bids without assigned any reason what so ever. The work shall be awarded to the agency which qualifies technically and whose rates are found lowest & capable to work at TIFAC. The rates should be exclusive of all taxes.

**24. Disputes:** The resultant contract shall be interpreted in accordance with the laws of Union of India. Settlement of disputes shall be within the jurisdiction in Delhi. Any disputes/ differences arising shall be settled through arbitration. The TIFAC and contractor shall first try to resolve the differences/ disputes amicable by mutual consultation. If they fail to resolve the disputes by such mutual consultation within 21 days, then depending upon the position of the case, either the TIFAC or the contractor shall give notice to the other party of its intention to commence arbitration as per the Indian Arbitration and Conciliation Act, 1996.

#### **GENERAL TERMS AND CONDITIONS**

**25.** The Travel Agency shall be responsible to provide a trained driver with each vehicle provided for service that must hold a valid driving license throughout the entire rate contract period. The driver provided should be adequately trained with good driving skills, courteous and polite, and should be well acquainted with traffic rules and city streets & routes (Delhi/NCR). Travel Agency shall be responsible to ensure the fitness level of the drivers. Drivers aged above 55 years will not be acceptable. The driver deployed should possess a good knowledge of operating portable fire extinguishers equipped in the taxi, escorting the staff to office / other building with torch at night or umbrella during rains etc.

- **26.** Police verification /Security check verification of the driver provided shall be carried out by Travel Agency. However, TIFAC will be free to conduct police verification of the driver at any time during the contract period. The driver provided should have an unblemished record of accident free driving during the past five years. The driver should always be in uniform at the time of service.
- **27.** The drivers made available should be provided the working mobile phone. In case of any misbehavior by the driver or any deficiency noticed in the working of the driver, the Travel Agency will provide immediately an alternate driver. The firm has to ensure that no dispute will be raised regarding unsatisfactory service of the driver.
- **28.** The driver provided should be educated enough to maintain logbook entries showing opening kilometer, closing kilometer, distance covered, time consumed for journey, places visited etc. For each journey of the officer /Staff traveling the duty slips need to be signed by the officers/staff on a day to day basis and this should be ensured by the driver. A format for the same will be provided by TIFAC. All relevant papers duly updated shall be available in the vehicle at all times during the service rendered to TIFAC.
- **29.** The driver should not be changed frequently. The mobile phone charges, salary of the driver and night charges etc. shall be borne by the Travel Agency and no separate charges shall be borne by TIFAC.
- **30.** The Travel Agency is required to provide service at very short notices i.e. 30 minutes.
- **31.** The Firm/Agency shall be responsible for any violation of the provisions of the contract.
- **32.** The taxi hired shall be for the exclusive use of TIFAC and no sharing with any other user will be allowed under any circumstances.
- **33.** The taxi offered for service shall be of the latest model or at least 2016 model in the name of the firm. Vehicles with DLY/DLZ/ commercial registration numbers shall only be accepted for service. Private cars owned by the firm and not bearing DLY/DLZ/ commercial numbers will not be allowed to be put in service. And even if such vehicle is put into service, no payment for the same will be made by TIFAC.
- **34.** In the event, a journey is commenced but not completed due to breakdown, TIFAC will be at liberty to hire another taxi from the market. In such an event, any excess amount paid shall be deducted from the bill.
- **35.** The taxi offered for service shall be maintained in excellent running condition. The taxi offered should be properly cleaned & washed daily before reporting for duty. In the event TIFAC is not satisfied with the condition/ functioning of the taxi, its

maintenance or cleanliness the firm shall be bound to provide an alternate taxi immediately. The decision of TIFAC shall be final in this regard and any objection shall be deemed to be a violation of the contract and shall render for termination of the rate contract with TIFAC.

- **36.** Availability of fuel has to be ensured by the Travel Agency before providing Taxi to TIFAC.
- **37.** Any losses or injuries due to road accident etc. arising during the course of engagement of vehicles for the services to TIFAC, shall be fully handled by the Travel Agency. TIFAC or its users will not be involved in any manner and pay liabilities arising out of such accidents. Travel Agency will be bound to render complete indemnity to the TIFAC against any liability criminal or civil arising on account of hiring taxis by TIFAC.
- **38.** The Travel Agency must ensure availability of proper and valid insurance in respect of the vehicle as well as the insurance coverage to Driver & Staff. Travel Agency shall indemnify to TIFAC against all losses and claims arising out of any negligence or misconduct of the driver / staff of travel agency.
- **39.** <u>Vehicle Service in NCR</u>: Commercial Vehicles (DLY/DLZ Taxis) as have to visit Delhi-NCR on frequently basis so entry tax and permit fee etc need to be paid by the travel Agency. All vehicles provided to TIFAC to compulsorily have such permits in advance for travel to Delhi-NCR. Toll tax, parking charges etc, if any, will be borne by TIFAC on surrendering the original receipts to TIFAC along with monthly bills.
- 40. The bidder should submit a separate certificate/ letter along with bids that all the terms and conditions of the tender are acceptable to the firm.
- **41.** In case TIFAC may need additional number of DLY vehicles on specific days in connection with any conference/ meeting, the Contractor should be responsible to arrange for additional demand of DLY Taxi taxis and such additional vehicles should be supplied at the same rate as agreed in the work order.
- **42.** Rate should be quoted separately for AC and Non AC taxies.
- **43.** The contractor should have at least three years experience of providing vehicles to Govt./Semi Govt./PSUs. Satisfactory service certificate from the concerned organization/ Department need to be furnished along with technical bid otherwise tender document will be treated as not acceptable.
- **44.** The contractor shall observe all security provisions as applicable to the offices of TIFAC. Any violation shall be his responsibility.
- **45.** All pages of Tender document must be numbered, signed with seal.

In-charge (F&A)

### TECHNICAL BID

1.	Name of the find /Agency	irm / Company					Reference Page No.
2.	Copy of Registrat No. of the firm *	ion No. / License					
3.	Complete Addres	_					
4.	Location of the	e Garage with					
	telephone No. and						
5.	GST No. (photoc	opy of certificate					
	to be attached)*	3.7/T. A.3.7 3.7 3.7					
6	Income Tax PA						
	(attach self atte	sted PAN Card					
	copy)*	1 1 1 1	1 (0 16		D.C.	f 00	
7.			d: (Self certified co	-			
	`	•	ed by the agency o	i the yea	r 1.1.	2016	
	onwards to be atta	cnea)*					
Sl.	Make & Model	Registration	Year of	Name	of	the	
	Make & Model	J			OI	uie	
No		No.	Registration	owner			
8.	Details of drive						
		eparate sheet if					
	required)						
0	Δ 1	C 1 C /	2016 2017				
9.		of the firm/	2016-2017				
	agency (Balance s		2017 2010				
	financial years to		2017-2018				
	CA certification)	<b>\1</b>	2010 2010				
	attach Self atteste		2018-2019				
	latest income ta						
	agency/ firm for	r the last three		1			

	financial years (ie	e. 2016-17, 2017-			
	18, 2018-2019)*				
10.	EMD details		Rs.		
			DD No:		
			Date:		
	If exempted	pls. submit			
	Undertaking as pe	er Annexure I (A)			
	and copy of MS	SME Registration			
	Certificate*				
11.	Name & Address	of the Departmen	nt/ Ministries and	other organizations	
	where, at present/	last 3 years taxies	are engaged. (supp	orting documentary	
	-	· '	parate sheet if requ		
Sl.	Organization	Period of	Type and No. of		
No.		contract	Cars provided	Tel. No.	

Supporting documents must be submitted for the fields mark \* above.

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions, contained herein, and undertake myself/ ourselves to abide by these terms and conditions. I also understand if I do not enclose all the documents required in the tender document, my bid would be rejected without any further correspondence in this regard.

	(Signature with Name & Address)
	Seal
Place:	
Date:	

#### Annexure-II

	FINANCIAL BID	
Name of Company	:	
Office Address	:	
Telephone No.	:	
	TARRIF SHEET	

Sl. No.	Description	SEDAN Rates (Excluding Taxes)		SUV Rates (Excluding Taxes)		Applicable taxes (rate in %)
		AC	Non AC	AC	Non AC	
1.	2500 Kms. and 260					
	Hrs per month					
2.	4 hrs. 40 Kms.					
	(half day)					
3.	10 hrs. 80 Kms.					
	(full day)					
4.	Per hrs. extra charge					
	(for s. no. 1 & 3)					
5.	Per Kms. extra charge					
	(for s. no. 1, 2 & 3)					
6.	Outstation charges per					
	Kms. (min. limits 250					
	Kms.)					
7.	Per Kms. extra charge					
	(Above 250 Kms.)					
	Night charges					
	(after11.00pm to 5.00					
	am)					

Note: Rate quoted should be **exclusive of all the taxes**. GST chargeable if any, should be indicated separately

We agree to abide by the terms & condition as given in tender document unconditionally.

Digitature with runne & Sea	Signature	with	Name	&	Seal
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Name: Contact No:

### Annexure 1 (A)

### **DECLARATION / UNDERTAKING**

It is herby declared that our company/ firm is registered with Department of Micro, Small and Medium Enterprises (MSME) or registered with Central Purchase Organization (CPO) and exempted for submission of Bid security/Earnest money. In case we withdraw or modify our bids during the period of validity or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

	Name &Address
Place:	
Date	
	Signature & Seal

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