

Tender No.24011/11/2014-P&CM Dated 19/10/2016

**e-TENDER DOCUMENT FOR
“Annual Contract for hiring of taxis (i.e. Taxi registered vehicles under
Tourist Permit for Delhi & NCR region)”**

**National Intelligence Grid
(Ministry of Home Affairs)
Shivaji Stadium Annexe
1st Floor, Shaheed Bhagat Singh Marg,
NewDelhi-110001.**

The information provided by the bidders in response to this Tender Document will become *the property of NATGRID (MHA) and will not be returned. NATGRID reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by NATGRID (MHA) for supply of Taxis in NATGRID (MHA).*

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Notice Inviting Tender (NIT)

1. **Online** bids are invited by NATGRID on single stage two bid system for “Annual Contract for hiring of taxis (i.e. Taxi registered vehicles under Tourist Permit for Delhi & NCR region)”. **Manual bids shall not be accepted.**
2. Tender documents may be downloaded from the Ministry of Home Affairs website www.mha.gov.in or the e-Procurement Portal <https://eprocure.gov.in/eprocure/app> as per the schedule as given in **CRITICAL DATE SHEET** as under.

CRITICAL DATE SHEET

Published Date & Time	20.10.2016 (1000 Hrs)
Bid Document Download Start Date & Time	20.10.2016 (1600 Hrs)
Bid Submission Start Date & Time	20.10.2016 (1800 Hrs)
Bid Document Download End Date & Time	10.11.2016 (1000 Hrs)
Bid Submission End Date & Time	10.11.2016 (1800 Hrs)
Bid Opening Date & Time	11 .10.2016 (1100 Hrs)

3. **Bids shall be submitted online only and only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
4. **Bidders are advised to follow the ‘Special Instructions to the Contractors/Bidders for the e-submission of the bids online’ available through the link ‘Help for Contractors’ at the e-Procurement Portal <https://eprocure.gov.in/eprocure/app>.**
5. Bidder **shall not modify the downloaded tender form including downloaded financial bid template in any manner.** In case any tender form/financial bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited, and bidder is liable to be banned from doing business with NATGRID.
6. Bidders are advised to check the website www.mha.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum, addendum, or amendment.
7. **Bid Security:** Bid Security (EMD) amount as per table below, in the form of Crossed Demand Draft/Pay Order drawn on any scheduled commercial bank in favour of **Pay & Accounts Officer, NATGRID, New Delhi** is to be delivered in original to the Deputy Director (P&CM), NATGRID, 1st Floor Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001 before the time stipulated against

'Bid Submission End Date & Time' as mentioned in the 'Critical Date Sheet'. Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. Signed and scanned soft copy of the Bid Security instrument must be uploaded to the e-Procurement portal along with other bid documents as prescribed below. Bids in respect of which Bid Security is not received as above shall be summarily rejected.

Bid Security/ EMD amount (in Rs)	Rs.30,000/-
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8. Bid Opening: Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical Bid, the results of technical evaluation and date of opening of Financial Bid will be notified later.

9. Submission of Tender

9.1 The tender shall be submitted online in two parts, viz., technical bid and financial bid.

9.2 Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

9.3 Technical Bid: Signed and scanned copies of the following documents are to be uploaded by the bidder along with the Technical Bid in the format at **FORM-I:**

- i) PAN Card
- ii) Service Tax Registration Certificate
- iii) ITR for the Fin Year 2014-15
- iv) Turnover Certificate in the format at **FORM-II**
- v) Supply Orders/Letters of Award and corresponding Performance Certificates from at least two Central/State Govt. Ministries/Departments or Central/State PSU/Autonomous bodies/Statutory bodies.
- vi) Details of vehicles owned and operated by bidder, in the format at **FORM-III**
- vii) Details of vehicles proposed to be deployed for NATGRID, in the format at **FORM-IV**.
- viii) Following documents in respect of each vehicle listed in Form-IV:
 - a. Registration Certificate
 - b. Insurance Policy
 - c. Pollution Control Certificate
 - d. Fitness Certificate
- ix) scanned copy of EMD Demand Draft/Pay Order as in Para 7 above.
- x) Bidder's bank account details in **FORM-V**, along with a cancelled cheque.

9.4 Financial Bid

A. Signed and scanned copy of Financial Bid Undertaking in the format at **FORM-VI**.

B. Schedule of Financial Bid in the format of **BOQ_NATGRID_TAXI.xls**. The financial bid format at **FORM-VII** is provided as **BoQ_NATGRID_TAXI.xls** along with this

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tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this **BoQ_NATGRID_TAXI.xls** as-is, and quote their offer/rates in the permitted column and upload the same in the financial bid. **Bidder shall not modify the downloaded financial bid template in any manner.** In case it is found to be tampered/ modified in any manner, such bid will be rejected outright, Bid Security would be forfeited, and bidder is liable to be banned from doing business with NATGRID.

For any clarifications, prospective bidders may contact:

The Deputy Director (P&CM),
NATGRID (Ministry of Home Affairs),
Shivaji Stadium Annexe
Shaheed Bhagat Singh Marg
New Delhi-110001
Ph:011-23444222/225

-sd-
(R K Singh)
Deputy Director

2. INSTRUCTIONS FOR ONLINE BID SUBMISSION

2.1 **General Instruction:** The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e: <http://eprocure.gov.in/eprocure/app> 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.

2.2 **REGISTRATION:**

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- b. During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- c. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- d. For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- e. Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- f. Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- g. Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

2.3 **PREPARATION OF BIDS:**

- a. For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

- b. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- c. Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall 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.
- d. Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- e. Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- f. Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

2.4 **SUBMISSION OF BIDS:**

- a. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.
- b. Bidder should prepare EMD as per the instructions specified in the NIT/ tender document. The details of the DD/Pay Order 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.
- c. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- d. Bidders shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC/BG/others.
- e. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- f. Bidders shall not that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any

exception and have understood the complete tender document and are clear about the requirements of the tender document.

- g. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- h. If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.
- i. Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.
- j. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- k. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- l. Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- m. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.

2.5 **ASSISTANCE TO BIDDERS:**

- a. 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 contract person indicated in the tender.
- b. 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.
- c. Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.

SECTION-3

3. Special Instructions to Bidders

- 3.1 National Intelligence Grid (NATGRID) is an attached office of Ministry of Home Affairs, Government of India situated at 1st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001.
- 3.2 Bids are invited on single stage two bid system for “Annual Contract for hiring of taxis (i.e. Taxi registered vehicles under Tourist Permit for Delhi & NCR region)”. **Manual bids shall not be accepted.**
- 3.3 Tender documents may be downloaded from the Ministry of Home Affairs website www.mha.gov.in or the e-Procurement Portal <https://eprocure.gov.in/eprocure/app>. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> in two bid system [i.e. Technical & Financial Bid] along with scanned copy of the following documents:-
- i) PAN Card
 - ii) Service Tax Registration Certificate
 - iii) ITR for the Fin Year 2014-15
 - iv) Turnover Certificate in the format at **FORM-II**
 - v) Supply Orders/Letters of Award and corresponding Performance Certificates from at least two Central/State Govt. Ministries/Departments or Central/State PSU/Autonomous bodies/Statutory bodies.
 - vi) Details of vehicles owned and operated by bidder, in the format at **FORM-III**
 - vii) Details of vehicles proposed to be deployed for NATGRID, in the format at **FORM-IV.**
 - viii) Following documents in respect of each vehicle listed in Form-IV:
 - a. Registration Certificate
 - b. Insurance Policy
 - c. Pollution Control Certificate
 - d. Fitness Certificate
 - ix) scanned copy of EMD Demand Draft/Pay Order as in Para 7 of the NIT above.
 - x) Bidder's bank account details in **FORM-V**, along with a cancelled cheque.
 - xi) Signed and scanned copy of Financial Bid Undertaking in the format at **FORM-VI.**
 - xii) Schedule of Financial Bid in the format of **BOQ_NATGRID_TAXI.xls.**
- 3.4 Bids complete in all respects may be submitted online before bid submission end date and time. Bids submitted by any other mode will not be accepted.
- 3.5 EMD must be delivered in original to the Deputy Director (P&CM), NATGRID, before Bid end submission date and time.

4: General Conditions of Contract (GC)

4.1. Definitions: Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- a. 'NATGRID' shall mean National Intelligence Grid, Ministry of Home Affairs, New Delhi, with office situated at 1st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi - 110001.
- b. 'Bidder' shall mean the individual or firm who participates in this tender and submits its bid.
- c. 'Contractor'/ 'Agency'/ 'Firm' shall mean the successful bidder in this tender and shall include its legal representatives, successors.
- d. 'Performance Security' shall mean monetary guarantee furnished by the successful bidder for due performance of the contract concluded with it.

4.2. Notices: Any notice, instruction, or communication made pursuant to this Contract shall be in writing, and shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Technical Bid.

4.3. Taxes and Duties: The Contractor shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

4.4. Fraud and Corruption

- a. **Definitions:** For the purpose of this clause, the terms set forth below have meanings as follows:
 - i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

- iii. “collusive practices” means a scheme or arrangement between two or more Contractors, with or without the knowledge of NATGRID, designed to establish prices at artificial, non-competitive level;
- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

b. Measures to be taken by NATGRID

- i. NATGRID may terminate the contract if it determines at any time that representatives of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the tender process or the execution of that contract, without the Contractor having taken timely and appropriate action satisfactory to NATGRID to remedy the situation;
- ii. NATGRID may also sanction against the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

4.5. Commencement and Expiration of Contract

- i. **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) as specified in the SC. In case effective date is not so stipulated, the contract shall be effective from the date it is signed by both parties.
- ii. **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 4.10 hereof, this Contract shall expire at the end of such time after the Effective Date as specified in the SC.

4.6. Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any other statement, representation, promise agreement not set forth herein.

4.7. Modifications or Variations: Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposal for modification or variation made by the other Party.

4.8. Force Majeure

- a. Definition:** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstance and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b.** Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. No breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- d. Measures to be taken:** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

- e. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
 - f. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
 - g. During the period of their inability to perform the Services as a result of any event of Force Majeure, the Contractor, upon instructions by NATGRID, shall either:
 - i. Demobilize; or
 - ii. Continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
 - h. In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 4.19.
- 4.9. Suspension:** NATGRID may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

4.10. Termination

- a. **By NATGRID:** NATGRID may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (viii) below:
 - i. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 4.9 hereinabove, within thirty (30) days of receipt of such

notice of suspension or within such further period as NATGRID may have subsequently approved in writing.

- ii. If the Contractor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
 - iii. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 4.21(b) hereof.
 - iv. If the Contractor, in the judgement of NATGRID, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - v. If the Contractor submits to NATGRID a false statement which has a material effect on the rights, obligations or interests of NATGRID.
 - vi. If the Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to NATGRID.
 - vii. If the Contractor fails to provide the quality services as envisaged under this Contract.
 - viii. If NATGRID, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- b. In any event such as at (i) to (vii) above NATGRID shall give fifteen (15) days' written notice of termination to the Contractor, and thirty (30) days' in case of event referred to in (viii) above.
- c. **By the Contractor:** The Contractor may terminate this Contract by not less than thirty (30) days' written notice to NATGRID, in case of occurrence of any of the events specified in paragraph(s) (i) to (iv) below.
- i. If NATGRID fails to pay any money due to the Contractor, pursuant to this Contract and the same is not subject of dispute under Clause GC 4.21 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
 - ii. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- iii. If NATGRID fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 4.21(b) hereof.
- iv. If NATGRID is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently agreed in writing) following the receipt by NATGRID of the Contractor's notice specifying such breach.

4.11. Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 4.5(ii) or GC 4.10 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 4.20 hereof, and (iii) any right which a Party may have under the Law.

4.12. Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses under GC 4.10 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.

4.13. Payment upon Termination: Upon termination of this Contract pursuant to Clauses under GC 4.10 hereof, NATGRID shall make the following payments to the Contractor:

- a. If the Contract is terminated pursuant of Clause 4.10(a)(vii), 4.10(a)(viii) or 4.10(b), payment for Services satisfactorily performed prior to the effective date of termination;
- b. If the agreement is terminated pursuant of Clause 4.10(a)(i) to (vi), the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, NATGRID may consider payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to NATGRID.

4.14. Disputes about Events of Termination: If either Party disputes whether an event specified in paragraph (i) to (vii) of Clause GC 4.10(a) or in Clause GC 4.10(b) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement under Clause GC 4.21(b) hereof, and this Contract

shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

- 4.15. Forfeiture of Performance Security:** In the event of breach of this Agreement, NATGRID shall have the right to invoke and appropriate the proceeds of the performance security, in whole or in part, without separate notice to the Contractor.
- 4.16. Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Contractor for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Contractor in performing the Services, then the amount otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.
- 4.17. Payment:** In consideration of the services provided by the Contractor under this Contract, NATGRID shall make to the Contractor such payments and in such manner as is provided in the SC.
- 4.18. Fairness and Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 4.19. Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 4.21(b) hereof.
- 4.20. Confidentiality:** Except with the prior consent of NATGRID, the Contractor shall not at any time communicate to any person or entity any information acquired in the course of performance of this Contract. By agreeing to enter

into this Contract, the Contractor also agrees to sign and abide with the Non-Disclosure Agreement.

4.21. Settlement Of Disputes

- a. Amicable Settlement:** In case dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 4.21(b) shall become applicable.
- b. Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between NATGRID and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996.
 - i.** Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - ii.** The decision of the arbitrator(s) shall be final and binding upon both parties. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by NATGRID and the Contractor. However, the expenses incurred by each party in connection with the preparation & presentation of their cases shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- c. Jurisdiction of Courts etc.:** The courts/any other Tribunal or Forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.

4.22. Miscellaneous

- a.** All payments, including refund of Bid Security (EMD) will be made electronically.
- b.** The personnel engaged by the Contractor are subject to security check by the NATGRID Security Staff at any time.

- c.** All personnel deputed by the Contractor should bear upon his/her person due authorisation from the Contractor, and should produce the same for inspection in order to be allowed to enter NATGRID premises, and during their stay within the premises.
- d.** Within NATGRID premises, the Contractor's personnel shall restrict their activities to performance of this contract.
- e.** The Contractor shall be directly responsible for any dispute arising between him and his personnel and NATGRID shall be kept indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- f.** The Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances etc in r/o the personnel deputed for NATGRID. NATGRID shall have no liability whatsoever in this regard and the Contractor shall indemnify NATGRID against all claims in this regard.
- g.** The Contractor shall be fully responsible for theft or burglary or any damage to NATGRID property directly attributable to any acts of commission or omission on the part of Contractor's personnel.

5. SPECIAL CONDITIONS OF CONTRACT (SC)

- 5.1 **Effective Date:** The contract shall be effective from the date as stipulated in the Letter of Award.
- 5.2 **Contract Period:** The contract will be initially for a period of 1 (one) year, with the provision for extension by another year on the same terms and conditions, subject to satisfactory performance of the contract as decided by NATGRID.
- 5.3 NATGRID reserves the right to vary the number of vehicles hired on monthly basis, as per functional requirement, without any change in the rates or other terms and conditions. NATGRID expects such variation not to be more than 50% of the tentative requirement given under Schedule of Requirement.
- 5.4 All the vehicles provided for the performance of the contract shall be owned by the contractor.
- 5.5 The vehicles will ordinarily be required on working days, but should be readily available for NATGRID use on 24 X 7 basis.
- 5.6 The vehicles shall report for duty at the specified place and time as instructed by NATGRID. If there is delay of more than 15 minutes in reporting for duty, NATGRID has the right to hire vehicle from other sources, and to deduct pro-rata rental charges from the monthly bills.
- 5.7 The vehicles provided for NATGRID shall not be deployed for any other commercial purposes when not in use by NATGRID.
- 5.8 In case of non-availability of any assigned vehicle due to maintenance, alternate vehicle shall be provided, equivalent to or better than the regularly assigned vehicle, and subject to the satisfaction of NATGRID. In case of vehicle breakdown during duty hours, alternate vehicle as above shall be provided within one hour. If alternate vehicle is not so provided, NATGRID has the right to hire vehicle from other sources, and to deduct pro-rata rental charges from the monthly bills.
- 5.9 All vehicles should conform to all Government Rules and Regulations in force from time to time. They should always have proper and complete documents. The mandatory documents, including, but not limited to, registration certificate, insurance certificate, pollution control certificate, & road tax payment proof should be shown to NATGRID or user, whenever asked for.
- 5.10 All vehicles provided to NATGRID must be in excellent running condition and hygienic. The vehicles, especially the exterior, interiors & seat covers, shall be clean at all times.
- 5.11 Vehicles provided to NATGRID shall always carry first aid box, fire extinguisher, and mandatory spares such as **fuses**, spark plugs, belts, etc.
- 5.12 Vehicles should have tissue paper, car perfume, mobile charger, torch, umbrella, etc.

- 5.13 The vehicles shall report for duty with filled fuel tank.
- 5.14 Vehicle/driver accepted by NATGRID shall not be replaced without prior intimation to NATGRID.
- 5.15 The drivers provided should
- i. have valid commercial driving license, which should be shown to NATGRID/user whenever asked for
 - ii. have good knowledge of routes within Delhi and NCR.
 - iii. have active mobile phone with them
 - iv. be in proper uniform and wear name-badge during duty
 - v. be well-behaved

Any misbehaviour by any driver shall be viewed seriously and the contractor shall be liable to replace any driver if so required by NATGRID on this ground. Non-compliance of these conditions may lead to even termination of contract.

- 5.16 The drivers will make clear and legible entries in the daily usage slips. They shall ensure that daily usage slips are signed by the NATGRID user to whom the vehicle reports initially in the morning and by the NATGRID user by whom the vehicle is finally released for the day. The daily usage slips are to be deposited with NATGRID at the end of each month along with the monthly bills.
- 5.17 Log books in the format prescribed by NATGRID will be maintained with each vehicle, and updated by the driver. The contractor shall ensure that they are presented for scrutiny as and when demanded by NATGRID.

Payment Terms

- 5.18 No payment other than what is expressly provided herein shall be payable.
- 5.19 The contracted rates shall be firm during the currency of contract including any extension of contract.
- 5.20 The daily Km-run and hours will be reckoned from/up to the place of reporting /last dropping place as intimated by NATGRID. No extra mileage and time from garage to office and back to garage will be given.
- 5.21 Vehicles are hired on monthly rates.

Taxi Category	Types of Vehicle	No. of taxis on monthly rates	Km/Hrs for which monthly rates are applicable
I	AC Sedan (Maruti Swift DZire/x-cent or equivalent)	02	2000/250
II III	5-seater Hatchback (Tata Indica/ Maruti Wagon R/ swift/i10 or equivalent)	01	2000/250
	7-seater hatchback (Maruti Eeco or its equivalent having minimum height of 1800 mm with 5 doors and displacement about 1200 cc)	01	2500/500

- 5.22 The total Km/Hrs as above is liable to change in accordance with the number of vehicles hired in a particular month. Payment for extra kilometres/hours will be considered for actual Km/Hrs over and above the total kilometres/hours for each category/segment of vehicle at fixed rates as under:

Taxi Category	Types of Vehicle	Payable Rates for Extra Kilometre/Hrs.
I	AC Sedan (Maruti Swift DZire/x-cent or equivalent)	Rs.11/-(Rupees Eleven Only) per KM Rs.50/-(Rupees Fifty Only) per Hour
II	5-seater Hatchback (Tata Indica/ Maruti Wagon R/ swift/i10 or equivalent)	Rs.10/- (Rupees Ten Only) per KM Rs.40/- (Rupees Forty Only) per Hour
III	7-seater hatchback (Maruti Eeco or its equivalent having minimum height of 1800 mm with 5 doors and displacement about 1200 cc)	Rs.8/- (Rupees Eight Only) per KM Rs.30/- (Rupees Thirty Only) per Hour

- 5.23 No mileage will be allowed for lunch etc. of drivers or for filling of fuel.
- 5.24 The payments for alternate vehicle will be with reference to the contracted rates for the assigned vehicle that was replaced by it.
- 5.25 No payment shall be made on account of cars rejected by NATGRID due to non-compliance of conditions.
- 5.26 Monthly bills are to be submitted in vehicle-category/segment-wise batches, in chronological order (i.e. from 1st of month to last date of month). Bills of a particular month, in triplicate, along with signed daily usage slips, should be submitted to NATGRID by the 5th of the following month. The third copy of the bill will be returned to the contractor duly receipted.
- 5.27 Income tax as may be applicable shall be deducted at source from the payments due.
- 5.28 No advance payment shall be made under any circumstances.
- 5.29 Parking charges & Tolls actually paid during NATGRID use will be reimbursed on submission of original receipts along with monthly bills. All other costs, including but not limited to vehicle maintenance costs, fuel charges, road tax, permit fee, passenger tax, border tax, state tax, challans, salary of the driver, etc. are the responsibility of the contractor.
- 5.30 NATGRID reserves the right to get the meter of any vehicle calibrated or checked at any time at its sole discretion. In the event of any error/fault in the meter being noticed, the bill for the month would be based on calibration. The contractor will also be liable for penalties as provided for in the contract.
- 5.31 The contractor shall be responsible for keeping the vehicles insured in accordance with the Motor Vehicles Act. The contractor shall also be responsible for compliance of all legal provisions in respect of the vehicles and shall indemnify the NATGRID from any damages/claims/losses on this account.

5.32 If at any time during the bidding process or during contract period it is found that the information/certificates furnished by the bidder is incorrect/wrong or bogus, the bid will be rejected or the contract terminated as the case may be, EMD/performance security shall be forfeited, and the firm shall be blacklisted for a minimum period of three years or any longer period as may be decided by NATGRID.

5.33 Violation of contract conditions would attract imposition of penalties as below:

Sl. No.	Violations	Penalty (in Rs)			Remarks
		First Instance	Second Instance	Third Instance	
1.	Delay of more than 15 minutes in reporting for duty at start of day	500/-	1000/-	2000/-	Pro-rata rental charges for the day will also be deducted
2.	Failure to provide alternate vehicle during repairs/ maintenance.	500/-	1000/-	2000/-	Pro-rata rental charges for the day will also be deducted
3.	Failure to provide alternate vehicle within one hour of breakdown while on duty	500/-	1000/-	2000/-	Pro-rata rental charges for the day will also be deducted
4.	Tampering of vehicle meters	500/-	1000/-	2000/-	NATGRID has the discretion to terminate the contract with forfeiture of performance security /blacklisting of firm
5.	Irregularities such as overwriting, forged entries etc. in the log book, usage slips and bills	500/-	1000/-	2000/-	--do--
6.	Non-functioning of AC in a car	500/-	---	---	On each occasion
7.	Change of driver without prior intimation to NATGRID	500/-	---	---	On each occasion
8.	Change of vehicle without prior intimation to NATGRID	500/-	---	---	On each occasion
9.	Non-production of any of the mandatory documents when asked for	500/-	---	---	On each occasion
10.	Unclean vehicle	500/-	---	---	On each occasion
11.	Non-compliance of any other terms & conditions	200/-	---	---	On each occasion

SECTION- 6**6. Schedule of Requirements****6.1**

- a. NATGRID requires taxis with tourist permit (DLY Taxis) for official use at New Delhi, and intends to enter into annual contract with taxi operator(s)/contractor(s) for hiring of taxis on monthly rates. The tentative requirement is as below:

Taxi Category	Category Particulars	Tentative requirement (Nos)
I	AC Sedan (Maruti Swift DZire/x-cent or equivalent)	2
II	5-seater Hatchback (Tata Indica/ Maruti Wagon R/ swift/i10 or equivalent)	1
III	7-seater hatchback (Maruti Eeco or its equivalent having minimum height of 1800 mm with 5 doors and displacement about 1200 cc)	1

- b. The aforesaid requirement is on monthly rates.
- c. Taxis in all categories may also be required by NATGRID occasionally on daily rates.
- d. The vehicles deployed for NATGRID should be of Make/Model not older than 2015 and should not have completed more than 50,000 Kilometres.
- e. The vehicles are required at NATGRID office in Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001 or at any other place within the jurisdiction of Delhi or NCR, as may be required by NATGRID.

6.2 QUALIFYING CRITERIA

- A. The Office of the Bidder should be located in NCT of Delhi. Copy of registration certificate is to be submitted as proof.
- B. Bidder should have PAN and Service Tax registration. Copies of PAN card, service tax Registration certificate, & Income tax return for 2014-15 are to be submitted as proof.
- C. Bid should be valid for a minimum period of 120 days from the date set for opening of bids.
- D. Bidder should have average annual turnover of Rs.15 Lakhs in the previous three financial years i.e. 2012-13, 2013-2014 & 2014-15 as per following table. Certificate is to be submitted as per format at **FORM-II.**

Category	Total Turnover from operations
1	Rs.15 Lakh
2	
3	

- E. Bidder should have satisfactorily provided taxi services on annual contract basis to at least two Central/State Govt. Ministries/Departments or Central/State PSU/Autonomous bodies/Statutory bodies during the previous three years as on last date for submission of bids. Copies of two supply orders/Letters of Award of such contracts, and their corresponding satisfactory performance reports are to be submitted as proof.
- F. NATGRID requirement is for Taxis with tourist permits (DLY).Bidder should be operating at least twice the number of Taxis with tourist permits (DLY) in the respective category given in the Scope of Work, all registered in the name of the bidder. Details of the vehicles are to be submitted in the format at **FORM-III**.
- G. Bidder should offer for deployment in NATGRID vehicles of Make/Model not older than 2015 and which have not completed more than 50,000 Kilometres as on bid submission date. The details of vehicles proposed to be so deployed are to be furnished in **FORM-IV**. Copies of Registration Certificates, Insurance Policies, Pollution Control Certificates and Fitness Certificates of each vehicle are to be submitted in support thereof.

SECTION – 7**7. BID EVALUATION & AWARD OF CONTRACT**

- A. Bank Details:** NATGRID shall be making all payments electronically, including refund of Bid Security (EMD). For this purpose, all bidders shall upload scanned copies of the appropriate mandate form containing their bank details and of a cancelled cheque.
- B.** Any action on the part of any bidder to influence any NATGRID officer in the process of examination, clarification, evaluation, and comparison of bids, and decision concerning award of contract, or canvassing in any form, shall make the tender liable for rejection.
- C. Bid Responsiveness:** NATGRID will determine the substantial responsiveness of each bid with respect to the bid documents. A substantially responsive bid is one which conforms to all terms and conditions of the bid documents without material deviations. The following deviations will be deemed material deviations:
- i. Non-submission of appropriate Bid Security;
 - ii. Bid-validity period less than that stipulated in Clause 6.2(c) of this tender document; and
- NATGRID's determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.
- D.** A bid determined as substantially non-responsive will be rejected by NATGRID and shall not be considered beyond tender opening stage by correction of the non-conformity.
- E.** NATGRID may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- F. TECHNICAL EVALUATION:** The responsive bids will first be evaluated for technical compliance. Non-submission of essential documents stipulated in Para 6.2 (Qualifying Criteria) will result a bid liable for disqualification at technical evaluation stage. The technical evaluation will include assessment of capacity, capability and qualifying criteria specified in Section 6.
- G.** Financial bids of only those firms will be opened which are found technically qualified.

H. EVALUATION OF FINANCIAL BIDS

- i. L-1 bid will be the bid with lowest monthly rates quoted .
- ii. In case more than one bid is found with minimum rates as above, L-1 bidder will be determined by calculating the lowest total of daily charges as below:

Total charges for one day	=	Sum of daily rates for all categories
---------------------------	---	---------------------------------------

I. **CORRECTION OF ERRORS:** Bids determined to be substantially responsive will be checked by NATGRID for any arithmetical errors in computation and summation. Errors will be dealt by NATGRID as follows :-

- i. Where there is discrepancy between rates/amounts given in figures and in words, the rates/amounts given in words will prevail.
- ii. Incorrectly added totals will be corrected.
- iii. In case there is any inconsistency between the unit rate and the total price (after multiplication with the tender quantity), the unit rate quoted shall prevail.

J. AWARD OF CONTRACT

- i. **Letter of Award:** NATGRID will notify the successful bidder by post or by fax or e-mail that his/her bid has been accepted.
- ii. **Letter of Acceptance:** Within 7 days of receipt of notification of award, the successful bidder shall furnish Letter of Acceptance to NATGRID conveying willingness to accept the work/supply order in accordance with the provisions of this tender and the Letter of Award.
- iii. **Signing of Agreement:**
 - a. Where the contract value is Rs.10 lakhs or below, subject to furnishing of Performance Security as per Para (i) below, this tender document containing the General Conditions of Contract, Special Conditions of Contract and Scope of Work, along with the Letter of Acceptance will form a binding contract.
 - b. Where the contract value is more than Rs.10 lakhs, within 7 days of submission of Letter of Acceptance, the successful bidder shall prepare and submit to NATGRID the Contract Agreement on the basis of the draft contract format at **Annexure-II**. After receipt of Performance Security as per Para (i) below, NATGRID shall return the Agreement after scrutiny, and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost, within two weeks from the receipt of the approved Agreement.

K. PERFORMANCE SECURITY

- i. The successful bidder should arrange to have performance security amounting to 10% of the awarded contract value furnished within 7 days of submission of Letter of Acceptance in the case of contracts covered by clause (J)(iii)(a), and within 7 days of submission of draft Contract Agreement in the case of contracts covered by clause (J)(iii)(b).
- ii. Subject to any provision elsewhere in the contract regarding forfeiture or appropriation in full or part thereof, the performance security shall be released at the time of expiry / non-renewal / termination of the contract.
- iii. The performance security may be either in the form of Demand Draft in favour of **Pay & Accounts Officer, NATGRID, New Delhi**, or as Bank Guarantee in the format at Annexure-I of this document
- iv. In case Bank Guarantee is furnished as performance security, the same should be valid by more than sixty (60) days after the expiry of contract.
- v. In case Bank Guarantee is furnished as performance security, it should be sent to NATGRID by the concerned Bank, and not by the bidder itself.
- vi. The performance security amount is interest free.
- vii. NATGRID has the right to encash/appropriate the whole amount of performance security in accordance with the contract conditions and also to deduct any amount due from the contractor at the time of the termination/expiry of the contract.

L. BIDSECURITY

- i. The bid security/EMD submitted along with the bid shall be refunded to the successful bidder after furnishing of Performance Security.
- ii. Bid Security (EMD) of unsuccessful bidders shall be refunded after signing of agreement with successful bidder.
- iii. Bid Security shall be forfeited in the following circumstances:
 - a) If bidder withdraws bid after opening of bids.
 - b) If financial bid template is found to be tampered/ modified in any manner.
 - c) If bidder fails to accept contract after award.
 - d) If bidder awarded contract fails to furnish performance security within the time limit specified.
 - e) If at any time during the bidding process it is found that the information/certificates furnished by the bidder is incorrect/wrong or bogus.

SECTION 8**FORMAT OF FINANCIAL BID FORM BOQ NATGRID TAXI.XLS**

Tender Inviting Authority: NATIONAL INTELLIGENCE GRID NEW DELHI
 Name of Work: HIRING OF TAXI SERVICES
 Contract No: 24011/11/2014-P&CM

Bidder Name :						
(This Financial Bid Format 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 Rates only)						
Sl. No.	Description	Quantity	Units	RATE In Figures (inclusive of all charges, duties and taxes except service tax) To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	RATE In Words
1	Category-I - AC Sedan (Maruti Swift Dzire/X-cent or equivalent)					
1.01	Monthly Rate (for 2000 KM and 250 Hrs)	1	Nos			INR Zero Only
1.02	Daily Rate (for 100 KM and 10 Hrs)	1	Nos			INR Zero Only
2	Category II- Hatchback (Maruti Wagon R/Tata Indica/Swift/i10 or equivalent)					
2.01	Monthly Rate (for 2000 KM and 250 Hrs)	1	Nos			INR Zero Only
2.02	Daily Rate (for 100 KM and 10 Hrs)	1	Nos			INR Zero Only
3	Category-III - 7-seater Hatchback (Maruti Eeco or equivalent)					
3.01	Monthly Rate (for 2500 KM and 500 Hrs)	1	Nos			INR Zero Only
3.02	Daily Rate (for 100 KM and 10 Hrs)	1	Nos			INR Zero Only
Total Monthly Rate for all categories				0.00		INR Zero Only

(Signature of the Bidder/Authorized representative)

.....

SECTION 9**9. Standard Forms****FORM-I****TECHNICAL BID**

1	Name of Firm	
2	Address, Telephone, FAX, e-mail	
3	Name & Telephone/Mobile number of contact person	
5	Status of Firm Sole Proprietorship/ Partnership/Pvt Ltd Co./Ltd Co. etc.	
6	Year of establishment	

S. No.	Qualifying Criteria	Bidder response
1	Registration No.	
	Self-attested copy of Registration certificate scanned and uploaded? (Yes or No)	
2	PAN No	
	Self-attested copy of PAN Card scanned and uploaded? (Yes or No)	
3	Self-attested copy of IT Return for FY 2014-15 scanned and uploaded? (Yes or No)	
4	Service Tax No	
	Self-attested copy of Service Tax Regn. Certificate scanned and uploaded? (Yes or No)	
5	Bid security/EMD Details:	
	Amount: (in figures) Rs._____.	
	(in words) Rupees_____ only.	
	Bank Name:	
	DD/Pay Order No:	
	DD/Pay Order Date:	
	Whether DD/PO drawn in favour PAO NATGRID New Delhi (Yes or No)	
	Date of sending original DD/PO to NATGRID	
Scanned copy of DD/PO scanned and up loaded? (Yes or No)		
6	Average annual turnover from operations in the last three financial years, i.e., 2012-13, 2013-14 & 2014-2015. (In	

S. No.	Qualifying Criteria	Bidder response
	INR)	
	Turnover certificate in Form-II scanned and uploaded? (Yes or No)	
7	No of annual contracts for providing taxi services to Central/State Govt. Ministries/Departments or Central/State PSU/Autonomous bodies/Statutory bodies satisfactorily performed during the three years prior to last date for submission of bids	
	Self-attested copies of two supply orders/Letters of Award of such contracts scanned and up loaded? (Yes or No)	
	Self-attested copies of satisfactory performance reports in r/o these contracts scanned and up loaded? (Yes or No)	
8	No of taxis owned & operated by the bidder in each taxi category given in Schedule of Requirement:	
	Category-I AC sedan (Maruti Swift Dezire/x-cent or eq.)	
	Category-II 5-seater Hatchback (Tata Indica/wagon R/i 10 or eq.)	
	Category-II 7-seater Hatchback (Maruti Eeco or its equivalent having minimum height of 1800 mm with 5 doors and displacement about 1200 cc)	
	Details of vehicles in Form-III scanned and up loaded? (Yes or No)	
9	Details of vehicles offered for deployment in NATGRID in Form-IV scanned and up loaded? (Yes or No)	
	Following documents in respect of each vehicle listed in Form-IV scanned and up loaded?	
	1. Registration Certificate (Yes or No)	
	2. Insurance Policy (Yes or No)	
	3. Pollution Control Certificate (Yes or No)	
	4. Fitness Certificate (Yes or No)	
10	No of days for which bid is valid, from date set for opening of bids	

Name & Mobile number of the Contact person for getting service during office hours (8 AM to 6 PM on working days)	
Name & Mobile number of the Contact person for getting service outside office hours (i.e. before 8 AM & after 6 PM, including on holidays)	

It is certified that the above information is true and correct in the best of my knowledge and belief and in case of any of these is found to be false we shall be liable for any action as decided by the NATGRID.

It is certified that all the vehicles listed in Form-III and Form-IV are owned and operated by me/us.

It is certified that I/we have read and fully understood the terms and conditions of this Tender for “Annual Contract hiring of taxis (i.e. Taxi registered vehicles under Tourist Permit for Delhi & NCR region) by NATGRID”, and if contract is awarded, I/we will abide by them till the end of contract period.

It is also certified that neither is the bidder firm blacklisted by any Central Government Ministry/Department during the three years immediately preceding the last date for submission of this bid, nor remained blacklisted at any time during the said three years.

SIGNATURE OF BIDDER & STAMP

TURNOVER CERTIFICATE

This is to certify that as per their audited financial statements, the turnover of M/s _____ in the 03 (three) preceding Financial Years are as given below:

Year	Turnover (In Rupees)
2012-13	
2013-14	
2014-15	

*It is confirmed that I am/we are the statutory auditors of M/s _____

*It is confirmed that I am a practicing Chartered Accountant.

Place:

Date:

Seal of Statutory Auditor/CA

Signature of Statutory Auditor/CA

Note: The above certificate should be from the statutory auditor of the bidder, or from a practicing chartered accountant if the bidder does not have a statutory auditor.

** Strike out whichever is not applicable*

Details of Vehicles owned & operated by the bidder

SL. No.	Regn. No.	Make and model (Year)	Owner's name	Km run (as on bid submission date)
Category-I - AC sedan (Maruti Swift Dzire/ X-Cent or equivalent)				
1				
2				
3				
4				
Category-II -5 seater Hatchback (Maruti Wagon R/Tata Indica or equivalent)				
1				
2				
Category-III 7-seater Hatchback (Maruti Eeco or equivalent)				
1				
2				

SIGNATURE OF BIDDER & STAMP

FORM-IV**Details of Vehicles proposed to be deployed for NATGRID**

(Vehicles for deployment in NATGRID should not older than 2015 model, should have not run more than 50,000 Kilometres and should be in good running condition)

SL. No.	Regn. No.	Make and model (Year)	Owner's name	Km run (as on bid submission date)	Validity ending dates			
					Permit	Fitness	Insurance	Road Tax
Category-I - AC sedan (Maruti Swift Dzire/ x-cent or equivalent)								
1								
2								
Category-II – 5 seater Hatchback (Maruti Wagon R/Tata Indica or equivalent)								
1								
Category-III- 7-seater Hatchback (Maruti Eeco or equivalent)								
1								

SIGNATURE OF BIDDER & STAMP

DETAILS OF BANK ACCOUNT(RTGS/NEFT facility for receiving payments)

Sl.No.	Particulars	To be filled by the bidder
1.	Name(s) of Account Holder(s)	
2.	Address of Account Holder(s)	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold NATGRID responsible.

(Signature(s) of account holder(s))
Name(s) of Account holder(s)

SIGNATURE OF BIDDER & STAMP

Financial Bid Undertaking (on letter-head of the bidder)**UNDERTAKING**

I submit the Financial Bid for “Annual Contract hiring of taxis (i.e. Taxi registered vehicles under Tourist Permit for Delhi & NCR region) by NATGRID” as envisaged in the Tender document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide by them.

3. I offer the rate(s) as indicated in the Financial Bid inclusive of all applicable charges, duties and taxes except Service Tax. The rates are in Indian Rupee.

4. I understand and agree that in case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

5. I also agree that the quoted rates shall remain firm throughout the tenure of the contract and no revision will be considered for any reason.

Place:

Date:

SIGNATURE OF BIDDER & STAMP

FORMAT OF FINANCIAL BID FORM BOQ NATGRID TAXI.XLS

Tender Inviting Authority: NATIONAL INTELLIGENCE GRID NEW DELHI
 Name of Work: HIRING OF TAXI SERVICES
 Contract No: 24011/11/2014-P&CM

Bidder Name :						
(This Financial Bid Format 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 Rates only)						
Sl. No.	Description	Quantity	Units	RATE In Figures (inclusive of all charges, duties and taxes except service tax) To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	RATE In Words
1	Category-I - AC Sedan (Maruti Swift Dzire/X-cent or equivalent)					
1.01	Monthly Rate (for 2000 KM and 250 Hrs)	1	Nos			INR Zero Only
1.02	Daily Rate (for 100 KM and 10 Hrs)	1	Nos			INR Zero Only
2	Category II- Hatchback (Maruti Wagon R/Tata Indica/Swift/i10 or equivalent)					
2.01	Monthly Rate (for 2000 KM and 250 Hrs)	1	Nos			INR Zero Only
2.02	Daily Rate (for 100 KM and 10 Hrs)	1	Nos			INR Zero Only
3	Category-III - 7-seater Hatchback (Maruti Eeco or equivalent)					
3.01	Monthly Rate (for 2500 KM and 500 Hrs)	1	Nos			INR Zero Only
3.02	Daily Rate (for 100 KM and 10 Hrs)	1	Nos			INR Zero Only
Total Monthly Rate for all categories				0.00		INR Zero Only

ANNEXURE-I

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS

.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... datedto provide "support for McAfee & foreScout security software and hardware" installed at NATGRID" (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch