

National Handloom Development Corporation Limited (A Government of India Undertaking)

Corporate office: Wegmans Business Park, tower 1, Plot No. 3, Sector Knowledge Park – 3, Surajpur Kasna road, Greater Noida – 201 306

Tender document For "Selection of Agency for Hiring of Vehicle Services"

Disclaimer

- 1. This document is neither an agreement nor an offer by National Handloom Development Corporation Ltd (hereinafter referred to as NHDC) to the prospective Applicants or any other person. The purpose of this document is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this document.
- 2. NHDC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this document and it is not possible for NHDC to consider particular needs of each party who reads or uses this document. This includes statements which reflect various assumptions and assessments arrived at by NHDC in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this document and obtain independent advice from appropriate sources.
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- 4. NHDC will not be responsible for any delay in receiving the proposals. The issue of this document does not imply that NHDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and NHDC reserves the right to accept/reject any or all of proposals submitted in response to this document at any stage without assigning any reasons whatsoever. NHDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Application.
- 5. The information given is not exhaustive on account of statutory requirements and should

not be regarded as a complete or authoritative statement of law. NHDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

 NHDC reserves the right to change/ modify/ amend any or all provisions of this document. Such revisions to the document / amended document will be made available on the website of NHDC.

RFP Ref No: NHDC/Taxis/2020/001

Notice Inviting E-Tender

1. National Handloom Development Corporation Ltd (NHDC), a Govt. of India Undertaking, Ministry of Textile, invites online bids through two stages (Eligibility criterion / Technical bid and Financial Bid) against tender document for "Selection of Agencies/Firm for Hiring of Vehicle Services" for official duty.

2. The tender document may be downloaded from www.nhdc.org.in (for reference only) and CPPP site <u>https://eprocure.gov.in/eprocure/app</u> as per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

1	Date and Time of Issue of tender	07/09/2020 at 1500 Hrs				
2	Bid Document Download Start Date and Time	07/09/2020 at 1530 Hrs				
4	Start date and time for Bid Submission	08/09/2020 at 0930 Hrs				
5	Last date and time for Bid Submission	28/09/2020 at 1100 Hrs				
6	Date and time for Bid Opening	29/09/2020 at 1230 Hrs				

3. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Contractors/Bidders are advised to follow the instructions provided in the "Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app" and in the Annexure - VIII. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Bidders shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tempered/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 Office of Development Commissioner for Handlooms.

5. Intending tenderers are advised to visit National Handloom development Corporation's website www.nhdc.org.in and **CPPP site https://eprocure.gov.in/eprocure/app** regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

6. EMD and Bid document cost:

Cost of Bid document	INR 5,00 (Indian Rupees Five Hundred only) in the form of
	DD/NEFT from a Nationalized bank in India and drawn in
	favour of National Handloom development Corporation Ltd,
	Greater Noida.

Earnest money deposit	INR 25,000/- (Twenty-Five Thousand only) in the form of
	DD/NEFT from a Nationalized bank in India and drawn in
	favor of National Handloom development Corporation Ltd,
	Greater Noida.

7. The Hard Copy of original instruments in respect of EMD and bid document cost must be delivered to the address given below on or before bid submission end date/time as mentioned in the critical date sheet. Bids not accompanied with EMD and bid document cost is liable to be rejected. The bid document fee shall be nonrefundable. NSIC/MSME/DIC registered agencies are exempted for EMD and bid document fee.

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8. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Techno Functional Compliance / Eligibility the results of their qualification as well Financial Bid opening will be intimated later.

9. Submission of Bids:

The bids shall be submitted online in two parts, viz., Technical Compliance / Eligibility Criterion and Financial Bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

9.1**Cover – I** Fee/Technical Bid / Eligibility Criterion (Check list):

The following documents are to be self-attested and furnished by the Bidder along with Fee/EMD as per the bid document (As applicable):

- a) Scanned Copy of Technical Compliance / Eligibility Criterion as per tender document
- b) Scanned copy of Annexure 1,2,3 and 4 as per original tender.
- c) Scanned copy of document as a proof for payment of EMD and copy of bid document cost.

9.2 Cover – II Financial Bid (Check list):

The following documents are to be self-attested and furnished by the Bidder as a part of Financial Bid as per the bid document (As applicable):

a) Upload Financial Bid as per tender document

INTRODUCTION

National Handloom Development Corporation Limited (NHDC) was set up in February 1983 as a Public Sector Undertaking by the Government of India as an autonomous body under the Companies Act 1956 in pursuance of the imperative need for a National Level Agency to assist the speedy development of the Handloom Sector by coordinating all action covering the procurement and supply of inputs at reasonable prices augmenting the marketing efforts of State upgrading the technology in the Handloom Sector & improving productivity.

OBJECTIVE

NHDC invite bids for the Hiring of Taxis/vehicle on monthly basis for the day to day movement of NHDC official purpose.

SUBMISSION OF BIDS: GENERAL TERMS AND CONDITIONS

All bids must be accompanied by Tender fee of Rs. 5,00/- (Five Hundred only) and Bid Security (EMD) Rs. 25,000/- in the form of Demand Draft/NEFT from any Nationalized/commercial banks in favor of "National Handloom Development Corporation Ltd" payable in Greater Noida. Nonsubmission of Earnest Money Deposit and Tender fee will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder will be returned on submission of the Performance Bank Guarantee of Rs. 50,000/- in the form of NEFT/Demand Draft from any Nationalized/commercial banks in favour of "National Handloom Development Corporation Ltd" payable in Greater Noida. Hard Copy of Tender Fee and EMD should reach the given address on or before Bid Opening Date & Time as mentioned in Critical date Sheet.

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GENERAL TERMS AND CONDITIONS

1. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of its bid and NHDC, hereinafter referred to as the purchaser, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should strictly submit the bid as per tender failing which bid will be rejected as non-responsive.

3. LANGUAGE OF BIDS

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and NHDC, shall be written in English.

4. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, NHDC may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the NHDC. All amendments shall be uploaded on the NHDC websites and NIC e-procurement site and will be binding on all who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, NHDC may, at its discretion, extend the deadline for submission of bids.

5. CONTACTING THE PURCHASER

Any effort by a bidder to influence the Purchaser in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties.

6. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidder's about the grounds for the purchaser's action. The purchaser reserves the right to accept or reject any technology proposed by the vendor. The purchaser reserves the right to select more than one vendor keeping in view its large requirements.

7. MODIFICATION AND WITHDRAWAL

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

8. REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

9. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

10.LATE BIDS

Any bid received by the Purchaser after the deadline for submission of bid will be rejected and/or returned unopened to the Bidder.

11.OPENING OF BIDS

All the bids will be opened at the date, time and locations mentioned in tender (as per tender schedule). The technical bids will be opened in the presence of representatives of the bidders who choose to attend.

12. PERIOD OF VALIDITY

Bids shall remain valid for a period of minimum 6 months from the date of bid submission prescribed by NHDC. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

13. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- 1. Eligibility criterion/Technical
- 2. Financial bid

14. BID OPENING AND EVALUATION

In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day. In the first stage, only ELIGIBILITY CRITERION/TECHNICAL BID will be opened and evaluated. Those bidders satisfying the technical requirements as determined and accepting the terms and conditions of this document shall be short-listed. In the second stage, the FINANCIAL BID of only those bidders, whose technical bids are short-listed, will be opened. Technically qualified Bidder, who quotes

the lowest rate, shall be treated as L1 rates same shall be declared as an agency for providing the tender services. The Purchaser reserves the right to accept or reject any bid (at any stage) submitted by the bidder without assigning any reason

15.NUMBERS OF AGENCY/FIRMS

Only single agency/firms/ service provider will be selected against the tender document.

16. PERIOD OF CONTRACT

The contract will be initially for a period of one year which may be curtailed at any point of time or may be extended further with mutual consent for another 01 years.

17. PAYMENT CONDITIONS

Monthly bills shall be submitted in duplicate to NHDC along with duty slips/copy of log book duly signed by the user and duly certified by the competent authority.

Payment will be released on monthly basis upon the verification of original bills and other documents received from the agency/firm. TDS and all other taxes will be deducted as per applicable rules. No advance payment made under any circumstances.

18. PENAULTY CLAUSE

For non-fulfillment of the contract conditions, NHDC reserves the right to impose penalty on the contractor as follows:

S.N.	CAUSES OF PENALITIES	Amount in Rs.
1	Older model (other than prescribed model)	10% reduction in quoted rate for each day of default
2	 For late reporting per occasion By 30 Minutes Between 30-60 minutes 60 minutes and beyond or does not turn up. 	 Rs. 100/- Rs. 500/- Rs. 1000/- In all the above cases the officer concerned depending upon the urgency, can hire taxi for the day or take a taxi to reach the destination, payment of which shall be borne by contractor.
3	Driver's Behavior	Rs. 500/- to Rs. 1000/- depending upon the gravity of behavior.
4	Unclean or non-road worthiness of Vehicle deployed	Rs. 500 per incident
6	Any lapse noticed during operation of contract other listed in clause of penalties including supply of vehicle etc.	Rs. 500 per incident
7	Non- functional of A/c or heating System	Rs. 100 per incident
8	Not providing vehicle after intimation within 04 hours	Rs. 500 per incident
	Break down en-route	Office can hire taxi for the day or take a taxi to reach the destination, payment of which shall be borne by contractor

19. TERMINATION OF CONTRACT

NHDC may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

- If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by NHDC.
- If the contractor fails to perform any other obligation(s) under the Contract.
- NHDC may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer

20. EARNEST MONEY DEPOSIT (EMD)

The EMD of Rs. 25,000/- in the form of Demand Draft/NEFT from any Scheduled commercial Bank drawn in favour of National Handloom Development Corporation Ltd, Greater Noida, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful bidder, after finalization of the tender process. The EMD shall be forfeited if any bidder withdraws his offer before finalization of the tender process or fails to submit work order acceptance letter within 15 days from the date of work order.

21. PERFORMANCE SECURITY DEPOSIT

Rs. 50,000/- in the form of NEFT/Demand Draft from any Scheduled commercial Bank drawn in favour of National Handloom Development Corporation Ltd, Greater Noida, needs to be furnished by the successful bidder from any nationalized bank. Performance security deposit will be kept with NHDC and shall be released after the successful completion of the contract.

22. RESOLUTION AND DISPUTES

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute shall be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Greater Noida/NCR and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or amendment thereof.

The arbitrators shall hold their sittings at Greater Noida/NCR. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the exclusive jurisdiction in respect of all matters connected with the Contract/Agreement.

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

23. FORCE MAJEURE

Neither party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting party's control even after exertion of best of efforts to prevent such failure, which may include but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any government authority, delay in obtaining licenses or rejection of proposal under the statutes, fire or floods.

24. SPECIAL CONDITIONS

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

25. SETTLEMENT OF DISPUTE BY ARBITRATION

Any disputes and difference of any kind, whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and any reenactment(s) and or modification(s) thereof and of the rules framed there under. The venue for the arbitration shall be New Delhi.

26. GOVERNING LAW

This document and services here under shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

Eligibility/Technical criterion Criteria:

Firms must provide information/meet following criteria and provide documents as evidence: -

- 1. EMD and Tender fee should be enclosed as per the requisition.
- 2. The bidder must be in business of providing Vehicle services in last 02 years. This should be supported by documentary proof.
- 3. Firm must have / GST Reg. No. /PAN No.
- 4. Firm must filled ITR of last 02 years.
- 5. Following are to be submitted in original or attested copies.
 - a) Registration certificate of the firm with complete address of the authority to which registered.
 - b) The proof of the establishment of firm.
 - c) Full particulars of the organization/ institutions with the addresses of the institution to whom similar services have been provided by the firm in the past with the certificates, if any, received from these institutions /organizations after satisfactory completion of the contract.
- 6. Firm/proprietorship must provide details of registered office (Address) with Telephone No./Fax,/Mobile Number. Documentary Proof to that effect submitted by the Partnership firm

and undertaking by the partnership firm that it would provide Driver/vehicle for local movement should be submitted by the tenderer.

- 7. Firm/proprietorship must provide details of Address for communication along with Phone No./Fax. /Mobile No. etc.
- 8. The firm/proprietorship should have a turnover of Rs. 10 lakh per annum for last 02 consecutive years.
- 9. In case of the application being made by a partnership firm, a copy of Partnership Deed is required to be submitted along with the tender.
- 10. In case of the application being made by a Private Limited Company, a copy of the Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles of Association of the company is required to be submitted.
- 11. Bidders must have office in Delhi/NCR.

While evaluating bids, the documents required against above eligibility criteria shall be provided as per the tender. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.

CONTRACT SPECIFIC TERMS AND CONDITIONS:

- 1. The vehicles will normally be plying within NCR (including Delhi, Noida, Gurgaon, Faridabad, etc) and surrounding areas.
- 2. The kilometer mileage for the purpose of Vehicle run and hours of duty shall be reckoned from point of reporting for duty to the point of vehicle released. No mileage will be allowed to drivers for lunch/Breakfast or for the fuel etc.
- 3. Normal usage of the vehicle is for 2000 Kms per calendar month of 25 Days, however for extra kilometers rates over and above the contract will be paid, for which the rates are to be quoted separately in the price bid.
- 4. Normal usage of the vehicle for about 8 hours on any day and 200 hours per month cumulative. Usage of vehicle beyond this time period will be treated as additional service for which extra hour charges beyond 200 hours will be paid and is to be quoted by the bidders in the tender.
- 5. Normal usage of vehicle is on weekdays i.e. Monday to Friday, however, the vehicle if required on Saturday & Sunday and holidays shall also be provided.
- 6. If NHDC required any additional on monthly basis or daily, agency/firm will provide the same at market rate or tender rate, whichever is less.
- 7. In case the reporting / release point is other than NHDC designated point, distance from that point to the reporting / release point at actual KM and actual time in hours will be considered.
- 8. The vehicle should be kept neat and clean and in perfect running condition and should be provided with neat & clean seat covers/towels. NHDC decision about the condition of the vehicle will be final.
- 9. The driver and the vehicle should not be changed without prior permission. If either the vehicle or the driver is not found to be suitable, then they shall be changed immediately on receiving a request from NHDC to that effect. If three written complaints are received against the driver or vehicle from any officer, then NHDC would have a right to hire a vehicle from the market for that officer and the additional cost incurred by NHDC will be borne by the Contractor.
- 10. The vehicles deployed for the contract should not be owned by NHDC employees and their dependants, the ownership details of the vehicle to be submitted by the successful bidder before deployment and if there is any contravention of this clause, the contract will be terminated immediately and the Security Deposit will be forfeited.
- 11. The vehicle deployed for the contract shall not be older than <u>2018 model</u> vehicles and such vehicles only shall be provided.

- 12. The vehicle should have been registered u/s 2(35) of the Motor Vehicles Act for commercial use with RTO under taxi permit. Successful bidder shall submit documentary proof of the same before deployment.
- 13. In circumstances the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to vehicle driver, passenger or any third party as per the liability under relevant sections of Motor Vehicle Act 1988as amended by the motor vehicles (AMENDMENT) Act, 2001 and I.P.C., the hiring authority shall have no responsibility of whatsoever and will not entertain any claim in this regard under the said provision of the Law
- 14. The vehicle deployed shall be well maintained, in good running condition and road worthy to ensure smooth and trouble-free service during the entire contract period.
- 15. The deployment of vehicle shall be punctual always. Late reporting and absence will attract penalty at the discretion of NHDC.
- 16. Estimate number of vehicles to be hired on monthly basis is <u>two</u> numbers, which may increase or decrease at the discretion of NHDC.
- 17. NHDC reserve right to offer the approved rates of L1 to L2, L3 etc. firm/agency for hiring the vehicles
- 18. The drivers must observe all the etiquette and protocol while performing the duty. The drivers must be neatly dressed, should wear proper uniform and must carry a mobile phone in working condition, for which, no separate payment shall be made by NHDC. They will carry the officer's bags from the officer's residence/office to car. The drivers must always open the doors of cars for passengers travelling in it. Under no case drivers are allowed to take on any passengers other than the officials of NHDC during the duty.
- 19. The transport operator and driver shall be bound to carry out the instructions of the NHDC as well as of the officers assigned to the vehicle. In case of any accident or challan, all the claims arising out of it shall be met by the Contractor.
- 20. The drivers employed should hold a valid driving license, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- 21. Any unauthorized journey undertaken by the driver / contractor during the contract period will be disallowed and will be penalised at the discretion of NHDC.
- 22. While deploying the vehicle, the contractor shall ensure the following always:
- a) Valid and relevant documents for the vehicle and driver viz., Registration Certificate, Tax paid challan / endorsement, insurance, fitness certificate, driving license, commercial use permit, emission test certificate etc.
- b) Vehicle shall be in full preparedness for the full day service including the fuel in the tank, preparedness of the driver and reasonable money with the driver for meeting contingency requirements.
- c) A mobile phone with the driver in working and charged condition.
- d) A first aid kit in the vehicle.

- e) Car audio system to play FM, CD, USB etc. at the discretion of the NHDC officials.
- f) Good upholstery for the seats and with cotton cloth covering on the top. The cotton cloth shall be regularly washed and maintained in hygienic condition.
- g) Vehicle washed daily and maintained cleanly both exteriors and interiors.
- h) Essential minimum spares viz., fan belt, Stepney wheel properly inflated, spare bulb & fuses, jack, standard tools and tackles to attend to emergencies.
- 23. Duties and responsibilities of the driver:
- a) Driver employed for the vehicle should be an experienced driver physically fit, having good eye sight and reflexes.
- b) Driver shall have valid driving license for the type of vehicle and keep it updated as when required.
- c) Driver should be aware of the localities and routes within NCR.
- d) Drivers shall wear white uniform both the trousers and shirts while on duty.
- e) While deployed for duty, the driver should be courteous to the passengers and well behaved. The driver shall open and close the doors for all the passengers while getting into and getting out of the vehicle.
- f) The driver should get inside the vehicle only after the passengers are seated and made comfortable.
- g) While on duty to pick up guests from Railway station / Bus stand / Airport, the driver should display the placard at the EXIT or suitable location for welcoming the passenger.
- h) The driver shall park the vehicle only in the designated parking area always.
- i) The driver shall not smoke cigarettes / bid is nor use other tobacco products while on duty.
- j) The driver shall not spit, belch and make unsavory gestures while performing duty.
- k) The driver shall not consume alcohol and shall not be under the influence of alcohol while on duty.
- I) The driver shall not use mobile phone while driving; calls if any shall be attended only by stopping the vehicle at suitable location.
- m) The Driver shall abide by all the Traffic Rules and Regulations in force, any penalties / disciplinary actions by authorities will be to the account of the contractor only.
- 24. Trip sheet booklet will be provided by NHDC for each of the vehicle every month and the driver have to ensure its proper filling and acknowledgement while performing the duty. The trip sheet details as recorded and signed will be the basis for preparing the bills.
- 25. The contractor shall not sub-let the vehicles deployed to NHDC, instances found if any will be viewed seriously and the contract is liable for termination and black listing of the contractor. No correspondence shall be entertained in this regard and the decision taken by NHDC is final and shall be binding on the contractor.
- 26. In the event of contractor failing to provide the vehicle as above and NHDC shall be at liberty to make alternative arrangements, the expenditure for such arrangements and for the loss / damage incurred by NHDC as a result of such non-compliance will be deducted from the monthly running bill or security deposit of the contractor. NHDC reserves the right to determine the cost of deduction at its sole discretion.
- 27. For repeated non-compliance of contract conditions, NHDC reserves the right to terminate the contract and make alternative arrangements. The cost of making such alternative arrangements will be levied on the contractor and will be deducted from the running bills or the security deposit of the contractor.

- 28. NHDC reserves the right to check the speedometer / odometer of the deployed vehicle at any point of time and if it is found inaccurate / tampered, suitable action deemed fit will be taken.
- 29. Only authorized staff attached to the contractor and driver nominated shall be allowed entry inside the company or any other premises during the course of contract. The successful bidder shall provide the details of the drivers and authorized representatives for this purpose before commencing the work.
- 30. The contractor and the authorized representatives including drivers will be held responsible for any breach of the terms and conditions of the contract.
- 31. Accidents during the course of the work should be reported by the contractor / driver immediately to NHDC concerned official. Delayed information may be permitted however not later than 12 hours. Contractor shall submit detailed report of any such accident or incident.
- 32. The contract will operate their vehicles entirely at their own risk and NHDC shall not be held responsible for any damage / losses incurred both for the vehicle or persons travelling in the vehicle any time.
- 33. The contractors shall make their own arrangement for parking the vehicles overnight and during off days and holidays.
- 34. The successful bidder shall ensure that all their vehicles under the contract are covered by a comprehensive insurance by a leading / reputed insurance provider. The insurance policy shall cover compensation for the loss / damage to the vehicle, driver and copassengers as well. Under no circumstance shall NHDC be liable to compensate any loss / damage that may be caused to / by the vehicle while engaged in discharge of the contractor's obligations under this contract.
- 35. As and when required, route permit / national permit / clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by you at your cost, NHDC will not take any responsibility and will not bear any additional expenses in this regard.
- 36. The contractor at his own expense reinstate and make good to the satisfaction of NHDC and pay compensation for any injury to any person, loss / damage occurred to any property or rights whatever including property and rights of NHDC and its bonafide users of the vehicle, for the injury, loss / damage arising out of or in connection with or during the execution of the contract and further contractor shall indemnify the NHDC against all claims enforceable against NHDC or its bonafide users of the vehicle.
- 37. The bidders shall quote for the vehicles on lump sum basis for 2000 Kilometer running cumulative per month. The charges shall be inclusive of all expenses like fuel, payment to driver / staff, maintenance charges for vehicle, taxes, insurance, tolls and govt. fines etc., to be incurred.
- 38. The quotations shall be submitted in the price bid format. The rates should be quoted in figure as well as in words clearly as given in the price bid format. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.

- 39. All the offers received will be scrutinized and only technically qualified offers will be considered for Price bid opening. The Technically unqualified offers will be rejected.
- 40. The tenders received after the specified time of their 'Submission' are treated as Late Tenders and shall not be considered.
- 41. The contract will be in force for 12 Months from the date of deployment of vehicles and can be curtailed at point of time.
- 42. NHDC reserves to short close the contract at its discretion at any point of time with giving a notice of 30 days.
- 43. The actual taxi parking charges/toll charges/permit charges incurred at airports/railway stations/check posts or any other places will be reimbursed on production of actual receipt without any corrections or overwriting.
- 44. The total hiring charges payable will be rounded off to the nearest full rupee value.

Tender Offer Forwarding Letter

RFP Ref. No.: NHDC/Taxis/2020/001

Date:

National Handloom development Corporation Wegmans Business Park, Tower 1, Sector KP – 3, Surajpur Kasna Road, Greater Noida – 201 306 (UP) Dear Sir,

Sub: Your tender for "Selection of Agencies/Firm for Hiring of Vehicle Services".

With reference to the above tender document, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for "Selection of Agencies/Firm for Hiring of Vehicle Services" mentioned in the tender document forming Eligibility criterion / Technical evaluation as well as Commercial/Financial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility criterion / Technical evaluation as well as Commercial/Financial Bids by NHDC we undertake to execute the tender tile "Selection of Agencies/Firm for Hiring of vehicle Services" as per your terms and condition.

We will submit Earnest Money Deposit and tender fee in the form of Demand Draft/NEFT (issued by any scheduled commercial bank (valid for a period of 180 days in favour of National Handloom Development Corporation, payable at Greater Noida for an amount of Rs. 500/- and Rs. 25,000/- respectively.We will submit a DD/NEF T issued by any scheduled commercial for Rs. 50,000/- valid for a period of 01 years plus claim period of 3 months.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of eligibility / technical bid opening and our offer shall remain binding upon us which may be accepted by NHDC any time before expiry of 180 days.

Until a Contract is executed, this tender offer, together with NHDC written acceptance thereof and NHDC notification of award, shall constitute a binding contract between us. We enclose the following:

1. DD/NEFT No. _____ dated for Rs.25, 000/- (Rupees twenty-five thousand only) as EMD.

2. DD/NEFT No. _____ dated for Rs. 500/- (Rupees five hundred only) dated _____as cost of Tender document.

Date: -----

Agency authorized person Signature:

Annexure - 2

INTEGRITY PACT:

(On the letterhead of the Agency duly stamped and signed)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that our Agency:

1. Does not owe any money beyond 60 days to any other agency.

2. Has not been blacklisted/de-listed by any of the Central /State Government /Public Sector Undertakings /Public Sector Banks/any regulatory institution in the past 3 years.

3. Does not have any legal, civil, criminal, taxation and other cases pending against the Agency that may have an impact affecting or compromising the delivery of services required.

Date: -----

Place: -----

Agency authorized person Signature:

Annexure - 3

Statement of Vehicles owned by the Bidder

Firm/Agency Name: _____

Detai	Details of "OWNED" Vehicles of 02 Years old or less in our fleet of operation as on date:								
						Validity Details			
S No.	Registration	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Maruti Swift Dezire,	Permit	Fitness	Road Tax	Insurance
					Amaze, Etios or equivalent)				
1									
2									
3									
4									

Note: Use additional sheets if required.

Declaration: The de tails as above furnished are correct and true. I under take to produce original Documents of the above said vehicle s for verification as and when called for.

Date: -----

Place: -----

Agency authorized person Signature:

Annexure - 4

CERTIFICATE FOR NEAR RELATIVES

(Certificate on Non-Participation of near Relatives in the tender called for hiring Commercial Vehicles)

I ______Son of / _____R/O _____here by certify that none of my relative(s) is/are employed in NHDC. Further no vehicle will be supplied having registration in the name of the said relative or in the name of the employee of NHDC or his close relative. In case at any stage, it is found that the information given by me is false/ incorrect, NHDC shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Date: -----

Place: -----

Agency authorized person Signature:

Annexure - A

Instructions to Bidders 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.

1. 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.

2. 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.

3. 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.

4. 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. 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.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) 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.

10) 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.

5. 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 number 0120-4200462, 0120-4001002.