



NATIONAL INNOVATION FOUNDATION - INDIA
(Autonomous Body of Department of Science & Technology, Govt. Of India)

TENDER DOCUMENT

FOR

HIRING OF TAXI/CARS AND BUS SERVICES

Cost of the Tender Rs. 500/-

Estimated Value of Tender Rs. 10,00,000/-

Date of Tender Issue	: 24/01/2018 at 12:00 hrs
Last date of Tender submission	: 19/02/2018 at 10:00 hrs
Opening of Technical Bids	: 19/02/2018 at 10:30 hrs
Opening of Financial Bids	: 19/02/2018 at 12:30 hrs

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1. NOTICE INVITING TENDER FOR HIRING OF TAXI/CARS AND BUS SERVICES

NIF-India invites sealed tenders in Two-Bids (Technical & Financial) for Hiring of Taxi/Cars and Bus Services. Interested parties may download the tender document from www.nif.org.in/www.eprocure.gov.in. The complete tender should reach National Innovation Foundation-India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650 latest by 10:00 hrs by 19/02/2018.

Tender no: NIF/2018/ADM/001

IMPORTANT DATES AND INFORMATION

2.1	Name of work:	Providing Services of Taxi/ Cars and Bus services at Delhi/NCR and Ahmedabad/Gandhinagar locations
2.2	Implementing agency/Owner Employer/client and source of fund:	National Innovation Foundation - India
2.3	Area / District Covered under the Bid:	National Innovation Foundation - India, (Ahmedabad/Gandhinagar and Delhi/NCR Region)
2.4	Type of work:	Hiring of Taxi/ Cars and Bus
2.5	Management/Implementation Period:	Within 15 days of completion of Tender Process
2.6	Communication for Information, Tender issue, Tender submission, and Tender opening place:	The Director/CIO National Innovation Foundation - India Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650, Gujarat
2.7	Bid Security:	Rs 20,000/- by Demand draft in favour of National Innovation Foundation - India drawn on any nationalized bank, payable at Ahmedabad - refundable to unsuccessful bidders
2.8	Bid validity:	90 days from due date for submission of bid.
2.9	Last date of Submission:	19/02/2018 Till 10:00 hrs
2.10	Technical bid opening:	19/02/2018 at 10:30 hrs
2.11	Security Deposit:	5% of total cost of works as per price bid (applicable to successful bidder)

2. GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER

For the purposes of this Tender Document, the National Innovation Foundation – India, Grambharti Amrapur, Gandhinagar – Mahudi Road, Gandhinagar – 382650 shall be referred to as ‘NIF’ and the intending, participating and successful bidders to this Tender Document shall be referred to as ‘**BIDDER/CONTRACTOR**’

The tender document may also be downloaded from our web site www.nif.org.in/www.eprocure.gov.in. The Bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.500/- along with the tender document; else tender document for the bid will not be accepted.

(A)INSTRUCTIONS

- (1) The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- (2) The bids shall be filled in by the Bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of NIF to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- (3) The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids. The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out

to fulfill his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

- (4) The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non-responsive.
- (5) The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.
- (6) The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- (7) The tender documents shall not be transferable.
- (8) Conditional offers shall be rejected at the outset.
- (9) A particular Bidder shall be allowed to make and submit only one bid document. A Bidder shall not submit more than one bid, either in the same name or entity or through any partnership, LLP, joint venture or the like.

- (10) NIF reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the NIF may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- (11) The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and NIF shall not be liable in any manner for the same.
- (12) In the event that the successful Bidder is a joint venture formed of two or more companies, then each such company or entity shall be jointly and severally liable for all the obligations envisaged under the tender documents and this shall be primary condition of such joint venture arrangements.
- (13) The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.
- (14) NIF reserves the right to qualify/disqualify any applicant without assigning any reason.

(B) EARNEST MONEY

- (1) The Bidder shall deposit a tender fee of Rs. 500/- (Rupees Five Hundred Only) which amount shall be non-refundable and amount as earnest

money deposit ('EMD') at the rate of 2% (Rs. 20,000) of the annual contract amount along with the bid. The EMD and tender fee shall be in the form of Demand Draft in favour of National Innovation Foundation - India payable at Ahmedabad.

- (2) The earnest money deposited along with the bid documents for the present tender shall be in respect of the present tender document only and the contract to be hereby awarded only. No Bidder shall be entitled to request or claim for transferring and appropriating any previously deposited amount or performance security amount or for adjusting any outstanding bill amount with the earnest money payable with the bid documents.
- (3) The EMD of the successful Bidder will be returned after the Bidder provides a Security Deposit as required.
- (4) The EMD paid in the form of demand draft will be refunded by means of account payee cheque or return of the same DD to the unsuccessful Bidder as soon as the tender process is completed.
- (5) Any bid not accompanied with EMD and Tender fee or if the same are found to fall short, the bid will be rejected. Tender fees and EMD should be submitted in physical form directly to NIF.
- (6) No interest shall be payable on EMD.
- (7) The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

(C) MODE OF SUBMISSION OF BID

- (1) The sealed bidding documents should be delivered in the Administration Section of NIF on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing "**Technical Bid**" and "**Financial Bid**" and both these two envelopes must be placed in a third envelope super-scribing "Tender for Hiring of Taxi/Cars and Bus Services". This third envelope should be sealed (**glued along with tapped, stapled or open tender will be forfeited**) and delivered to: "The Director / Chief Innovation Officer, National Innovation Foundation - India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650."
- (2) No bid shall be accepted unless it is properly sealed and marked as instructed above. Bidders shall not be allowed to fill in or seal their Bids at the NIF office.
- (3) If the packet and the envelope are not sealed and marked as instructed above, NIF shall assume no responsibility for the misplacement or premature opening of the bid submitted. A Bid opened prematurely due to this cause shall be rejected by NIF and returned to the Bidder.
- (4) Telegraphic bids or bids through fax or email shall be treated defective, invalid and rejected. Only detailed complete bids in the form indicted above received prior to the closing time and date of the bids shall be taken as valid.
- (5) The rates and amounts offered by the Bidder shall be quoted clearly written in figures and in words. The words shall be written clearly in English and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by Bidder the

interpretation by NIF shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures then the rate quoted in words shall be taken as correct.

- (6) Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/Speed Post/by Person shall be granted.

(D)METHOD OF TENDERING SIGNATURE

- (1) The Bidder shall ensure that the bid document submitted by it shall contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature and seal. The name of all persons signing should also be typed or printed below the signature on each page.
- (2) Each page of the Tender documents must be stamped and signed by the person or authorised persons of the Bidder entity who are submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of NIF. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- (3) A copy of the authorization letter/power of attorney/board resolution for the purposes of signing and submitting the present tender documents shall be attached with the tender documents.
- (4) The Bidder's name stated on the proposal shall be the exact legal name of the firm.

- (5) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
- (6) Bids not conforming to the above requirements of signing may be disqualified.

(E) MODIFICATIONS & WITHDRAWAL OF BID

- (1) The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.
- (2) The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by NIF or any modification or amendment made by NIF in respect of the tender documents and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such time frames shall be rejected.
- (3) In the event any Bidder withdraws his bid during the validity period of the bid or fails to comply with the aforementioned conditions, then the EMD paid by such Bidder shall be forfeited.

(F) EFFECT & VALIDITY OF BID

- (1) The Bid offer shall be kept valid and shall have the validity period of ninety days from the due date for submission of bid.
- (2) In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.

- (3) The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

(G) OPENING OF BID

- (1) NIF shall open the bids Technical and Financial bids on the scheduled dates of which the Bidder shall take note and the Bidder, either himself or through an authorized representative shall remain present at such opening. In the event any authorised representative of a Bidder is sent to such opening then such person shall be required to carry an authorization letter for the same.
- (2) It is hereby clarified that the absence of any Bidder or his authorized representative at such opening shall not affect the legality of such opening and NIF shall be entitled to continue with such opening of bids even in the absence of the Bidders or any of them, and no claim or objection on this ground shall be entertained.
- (3) The Bidders and their authorised representatives participating in the opening shall be required to sign the attendance sheet.

(H) EVALUATION & COMPARISON OF BID

- (1) Upon opening the Bids, NIF will examine the Bids to determine whether they are complete, whether any computational errors or any alterations have been made, whether required sureties have been furnished, whether

the documents have been properly signed and whether the Bids are generally in order.

- (2) Upon evaluation of the propriety of the bid documents as submitted, the bids shall be evaluated to ascertain whether it meets the eligibility criteria as specified in the tender document.
- (3) The technical bids shall be evaluated based on the available documents submitted by the Bidder. In the course of its evaluation, NIF shall be entitled to ask for clarifications from the Bidders in respect of the bids submitted by them. Any clarification submitted by a bidder that is not in response to a request by NIF shall not be considered. The request for clarification and the response shall be in writing.
- (4) If a bidder does not provide clarifications of its bid by the date and time set by NIF, their bid may be rejected.
- (5) Financial bid will be opened for the qualified technical bidders.

(I) RIGHT OF REJECTION OF TENDER

- (1) NIF reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.
- (2) Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset itself.
- (3) NIF reserves the right to split the scope & quantity to more than one agency among the Bidders.

- (4) NIF reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with NIF.

(J) AWARD OF CONTRACT

- (1) NIF shall, upon evaluation of the bids submitted, award the contract to the bidder who is found and evaluated to be qualified to perform the contract satisfactorily and whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein.
- (2) The successful Bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail. Such successful Bidder shall be required to tender his/its acceptance within seven days from the date of receipt of such Letter of Intent or Letter of Award/Work Order as the case may be, failing which the same shall stand cancelled and the EMD shall be forfeited.
- (3) Further, the successful bidder shall pay an amount of 5% of yearly Contract amount towards Performance Security.
- (4) After the successful Bidder has accepted the Letter of Intent or Letter of Award/Work Order, the successful Bidder shall be required to enter into a written contract with NIF within a period of seven days from the date of such acceptance. The contract shall be as per the terms and conditions mentioned herein and it shall be drafted by NIF and its Advocates & Solicitors. Upon such contract document being executed, the contract shall be deemed to have been awarded and the tender process finalized.

3. MINIMUM ELIGIBILITY CRITERIA

Director/CIO - NIF India reserves the right to modify or relax the eligibility criteria in case none of the Bidder is able to fulfil the required criteria.

No relaxations will be given as far as statutory requirements are concerned.

The Bidder must have a **minimum financial annual turnover** of Rs. 8 lakhs in each of past 3 financial years (2014-15, 2015-16 and 2016-17). Audited Financial documents of balance sheets & P&L account shall be provided by bidder certified by CA.

- a) The tenderer may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in taxi/car & bus services, who should have required licenses issued by Regional Transport Authority (attested copy has to be attached).
- b) Income tax statement of last three years.
- c) Service Tax Registration certificate/GST Registration.
- d) PAN No.

4. SPECIAL CONDITIONS OF CONTRACT

(A) CONTRACT PERIOD

- (1) The contract shall be for a period of one year from the date of award of the contract ('**Contract Period**').
- (2) NIF may, in its discretion, renew the contract for a further term of one year upon the same rates and the same terms and conditions as applicable to the present contract. Such renewal shall be subject to and based on the evaluation of the performance of the Bidder/Contractor during the Contract Period. However, it is hereby clarified that even if the performance of the works of the Contractor during the contract period are satisfactory, a renewal of the contract shall be made only if NIF, in its discretion, deems it fit and agrees to renew the same and NIF shall not be under any obligation to state the reasons for its refusal to renew the contract.
- (3) Without prejudice to the above after expiry of the Contract Period, NIF reserves the right to extend the contract from time to time on same terms and conditions without renewing the contract.

(B) CONTRACT PERFORMANCE GUARANTEE

- (1) The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) as security for the due performance of the Contractor's obligations and the same shall be equivalent total cost of the work of 5% shall be deposited by way of a Demand Draft drawn in the name of 'National Innovation Foundation of India' payable at Ahmedabad from any nationalized bank and the same shall be kept valid for a period of 90 days.
- (2) The same shall be returned to the Contractor after settlement of all dues.

- (3) In the event the contract is terminated by NIF on account of the fault of the Contractor before the determination of the Contract Period, or the Contractor abandons the work and its obligations under the contract during the Contract Period, then the SD amount shall be forfeited by NIF.
- (4) Any delay in submission of initial SD will entitle NIF to cancel the contract.

(C) CONDITIONS OF ENGAGEMENT OF HIRING SERVICES

- (1) The Contractor shall deploy such personnel as shall be necessary and requisite for performing the obligations of the Contractor under the contract. The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (2) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws / Acts norms including but not restricted to the age of the workers, conditions of employment and shall also ensure that a police verification and security check for all the personnel engaged Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle NIF to initiate appropriate civil or criminal proceedings regarding the same.
- (3) The Contractor shall not employ any person of age below 21 years and above the age of 50 years and the persons so engaged shall be sound in health capable of performing their work as per instructions and should not be suffering from any illness, infection and disease.
- (4) The Contractor shall issue necessary identity cards to its personnel and shall keep and maintain a complete record of all the personnel who are or who shall be assigned any work at the in pursuance of this contract.

- (5) The Contractor shall appoint a supervisor who shall co-ordinate with NIF's authorised representative for the daily arrangement. They shall maintain a daily personnel deployment register in which day to day deployment of personnel will be entered. At the time of raising the bill, the deployment particulars of the personnel engaged during each day, shift wise shall be submitted. The Contractor in co-ordination with the authorised representative shall ensure the availability of adequate manpower on a daily basis. As per the instruction of authorised representative they have to allot the places/days and execute the same in specified time.
- (6) During performance of the services, one or more personnel may be required to remain present simultaneously at different locations for NIF and the Contractor shall mobilise additional resources accordingly.
- (7) Contractor shall indemnify NIF from any liabilities arising out of the employment of the manpower.
- (8) NIF shall have the rights to remove any personnel from the duty whose conduct is found to be improper and whose presence and participation in the rendering of services under the contract is considered to be undesirable.
- (9) All liabilities arising out of accident or death of any personnel while on duty shall be borne by the Contractor.
- (10) The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, damage to infrastructure or misuse of the areas of the NIF.

- (11) In the event of any loss caused to the NIF, as a result of any lapse on the part of the Contractor as may be established after an enquiry conducted by the NIF such loss will be made good from the amount payable to the Contractor. The decision of Director, NIF in this regard will be final and binding on the Contractor.
- (12) The personnel deployed by the Contractor shall be smartly dressed in neat and clean uniform having Identity Card containing Photo, Name & Address, and date of birth, failing which it will invite a penalty of Rs.500/- each occasion. The penalty on this account shall be deducted from the Contractor's bills and repeated default may lead to cancellation of contract.
- (13) The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be **extremely courteous with pleasant mannerism in dealing with the public/officers/VIPS**. NIF shall have right to remove any person in case the personnel **is not performing the job satisfactorily**. The Contractor shall have to arrange the suitable replacement in all such cases.
- (14) Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including lawyer's fees, all expenses/fines. The concerned agency personnel shall attend the court as and when required.
- (15) The Contractor shall bear all the expenses incurred on the following items i.e. provide Uniforms, I. Cards any other equipment as required discharged their duty properly to staff, stationary **for writing duty charts** and registers for records keeping as per requirements.

- (16) The NIF - INDIA shall not provide residential accommodation to any of the personnel/ employee of the Contractor.
- (17) The NIF - INDIA shall not be under any obligation for providing employment to any of the worker of the Contractor after the expiry of the contract. The NIF - INDIA does not recognize any employee employer relationship with any of the workers of the Contractor.

(D) FINANCIAL TERMS

(1) Payment Terms

- No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
 - The contractor shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- (a) Any invoice submitted without the above documents shall be deemed to be incomplete and NIF shall not be liable to process and pay the amounts on the invoices so raised.
- (b) Upon receipt of the invoice complete as above, NIF shall disburse the payment to the Contractor within a period of 15 days from the receipt of such complete invoice.
- (c) The service tax/gst amount shall be shown separately on the invoice along with the applicable registration numbers.
- (d) All the payments to be made to the Contractor by NIF shall be made through NEFT/RTGS/DD only with applicable TDS in accordance with the Govt. of India/RBI guidelines from time to time.

- (e) Administrative Service charge (Bid Value) claimed for providing contract shall not be raised at any cost during the contract period for any reason, force majeure etc.

(2) Other Financial Terms

- (a) The rates shall be final and firm for the entire Contract Period including extension, if any, and shall not be subjected to any escalation whatsoever.
- (b) The Contractor shall not be entitled to claim any amounts towards escalation cost, idle manpower.
- (c) The Contractor shall be liable to bear and pay for any expenses or cost that may be required to be incurred on account of any accident caused to any of its personnel working during the Contract Period.
- (d) The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep NIF fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- (e) The Contractor will be under an obligation to submit a certificate that he has cleared all the dues of its / his employees.
- (f) The Contractor shall ensure all payments to employees.

5. GENERAL CONDITIONS OF CONTRACT

(A) COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- (1) All the driving personnel employed by the Contractor at the NIF premises for executing the contract for driving work shall be the employees of the Contractor only. The Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- (2) The Contractor shall be required to have been registered and having the necessary licenses and permissions under the RTO as applicable.
- (3) The Contractor shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover his personnel, employees with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (4) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to NIF when so required.
- (5) The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

(B) WORK CERTIFICATION

- (1) The work done and executed by the Contractor shall be approved and certified by the authorised personnel of NIF in accordance with the terms and conditions of this contract and the rules and norms of NIF. The

Contractor shall be required to furnish satisfactory personnel deployment report to NIF in standard approved Performa. The submission of report should be on basis of the monthly bill and payment shall be released based on the certified reports of the works.

- (2) If upon inspection, NIF finds that the personnel were absent on any day and accordingly the services have not been rendered or performed as per the terms and conditions hereof and is not as per expected levels of performance, then NIF shall issue a warning to the Contractor providing a defined time limit to rectify any non-performance or inadequate performance, failing which NIF shall be entitled to levy penalty as hereinafter provided.
- (3) In case any complaint is received with regard to the misconduct/ misbehavior of Contractor's personnel, a penalty of Rs.3000/-for each such incident shall be levied and the same shall be deducted from the Contractor's bill.

(C) FORCE MAJEURE

The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of non-performance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon the suspension of obligations shall follow. For this purposes hereof, force majeure conditions shall mean an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always

that such acts result in the impossibility of the further performance of the contract.

(D) INTERPRETATION

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of Director, NIF will be final and binding.

(E) ASSIGNMENT AND SUB-LETTING/SUB-CONTRACTING PROHIBITED

The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

(F) TERMINATION

A. NIF may terminate the contract if any of the following events occur :-

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month.
- iii. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
- iv. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
- v. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
- vi. The Contractor commits a breach of the contractual terms and conditions.
- vii. In the opinion of NIF, it is desirable to discontinue with the performance of the contract with the Contractor.

- B. NIF shall give the Contractor a Seven days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from NIF in that behalf.
- C. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by NIF under the contract from the Contractor.
- D. The SD amount shall be forfeited if the contract is terminated by NIF on account of the above.

(G)INDEMNITY

The Contractor shall indemnify and keep harmless NIF from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by NIF which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

(H)AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

(I) SETTLEMENT OF DISPUTES

- (1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- (2) If amicable settlement cannot be reached all the disputed issues shall be resolved by Director NIF and his decision shall be final.

(J) GOVERNING LAW & JURISDICTION

This contract shall be governed by the Laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction to try and disputes arising hereunder.

6. SCOPE OF HIRING TAXI/CARS AND BUS

The Contractor or agencies/firms are required to furnish Annual Rate Contract for providing Taxi/Cars and Bus services in Delhi/NCR and Ahmedabad/Gandhinagar as and when required (AC/NON-AC) for a period of One Year from the date of award of contract. **The bidder should clearly specify whether the bid is for location I or location II or both.**

The contract shall commence from the date of consent of the firm to the terms and conditions. To begin with, the contract will be for one year initially may be extended on yearly basis if performance/service is found satisfactory on review after every six months. The contract so awarded can be terminated at any time if the service of vendor is not found satisfactory.

- The Firm must have at least 3 years of experience in the Tour and travels Business in providing vehicle/taxi in the Government/Semi Govt. / Autonomous Bodies/PSUs/Reputed organization etc. (Copies of one work order during each of the last three years).
- The firm should be registered with the concerned Authority and should furnish a copy of registration certificate in support thereof.
- Only such Taxi Operators may apply whose Cars /Taxis & bus have been duly authorized by the concerned RTO.
- **Billing (both distance and time) will start from point of commencing the service and end at the point where vehicle is released.**
- The firm should ensure that the drivers employed hold valid driving license, are well behaved, reasonably educated, having communication skill in Hindi/English, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- Each driver employed by the firm must have a cell-phone duly activated.
- The tenderer may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in taxi/car & bus services, who should have required licenses issued by Regional Transport Authority (attested copy has to be attached).
- There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency), pending complaints, if any, shall also be included.

- Each driver should wear uniform while on duty in this office.
- The contract is purely on requirement basis (as and when needed for official duties). NIF reserves the right to hire cars/ taxis from any other provider of such services during the period of contract depending on requirement.
- The firm should have a provision to take the bookings 24 hours x 7 day.
- Rates once finalized will be valid for a period of one year. Upward change in rates will not be considered due to any hike in fuel prices or taxes during the operative period of contract.
- At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- In case two or more agencies are found to have quoted the same rates, the **competent authority**, NIF shall decide about the agency to which the offer shall be granted based on the past credentials/report on the past performance of the firm, and length of experience etc. The decision of the competent authority, NIF shall be final.
- The drivers should have duty slips and should be duly filled and signed by the user. If on any occasion it is found that the driver of any vehicles has made wrong entries in the duty slips relating to time and kilometre reading of start or closing of duty/journey the contractor shall be responsible for the same. The office reserves the right to withhold full payment of the day in respect of such vehicle.

ANNEXURE I:

TENDER FORM FOR HIRING TAXI/CARS AND BUS SERVICES

1. Names, address of firm / Agency / Company and Telephone No/ _____
2. Registration No. _____
3. Name, Designation, Address and Telephone No. of authorized person _____
4. Please specify as to whether Tenderer is sole proprietor / Partnership firm _____
5. Name, Address and Telephone No. of Proprietor / Partners / Directors _____
6. Number of PAN Card _____
7. Service Tax Registration No./GST _____
8. Details of Bid Security/Earnest Money Deposit:
 - (a). Amount: _____
 - (b). Demand Draft / Pay Order No _____
 - (c). Date of issue _____
 - (d). Name of issuing Bank _____
9. Details of Tender Fee
 - (a). Amount: _____
 - (b). Demand Draft / Pay Order No _____
 - (c). Date of issue _____
 - (d). Name of issuing Bank _____

(Signature of the bidder)

Date:

Name:

Company seal:

ANNEXURE II:

(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)

UNDERTAKING

To
Director/CIO
National Innovation Foundation - India
Ahmedabad

Subject: Tender for providing Taxi/Cars and Bus Services

Sir,

1. I / We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves to abide by the said terms and conditions.
3. I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, EC Act, Leave etc. and any other charges applicable from time to time. I / We shall pay the wages to the personnel deployed as per central government Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. As far as possible I / We shall provide personnel and services as per the terms and conditions of the Tender.

Date:

**(Signature of the bidder)
/Authorized Signatory**

Company Seal:

Name and Address of the

Bidder

ANNEXURE III:**CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

Sr.	Items	Confirm	Page No.
1.	EMD and Tender Fee		
2.	Tender form with complete technical bid with all pages serially numbered, signed and stamped on each page along with (Annexure-I)		
3.	Declaration by the bidder that he /she has not been blacklisted by the Depts/Ministries of the Govt. of India/State Govt./PSUs		
4.	Undertaking by the bidder on agencies letterhead as described in (Annexure - II)		
5.	Audited Balance sheet of last three years with details of annual turnover certified by CA. (2014-15, 2015-16, 2016-17)		
6.	Income tax statement of last three years. (2014-15, 2015-16, and 2016-17)		
7.	Attested Photo copy of PAN Card		
8.	Service Tax registration certificate copy/GST copy		
9.	Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility. (2014-15, 2015-16 and 2016-17) [Work Orders of similar nature to be attached]		
10.	Financial Bid /quotation completed and sealed in a separate envelope.		

Date:**Signature of Authorized Person:****Place:****Full Name:****Company's Seal:**

ANNEXURE IV: FINANCIAL BID

Rate (Service tax and parking charges to be extra mentioned separately) for taxis indicated below:-

Particulars (Please tick (√) appropriate field)		Local		Rate for (12 h or 80 km)		Rate for extra kilometres		Rate for extra hours	
		Rate for (4 h or 40 km)	Rate for (8 h or 80 km)	Local	Out-Station	Local	Out-Station	Local	Out-Station
1. Delhi/NCR	<input type="checkbox"/>								
2. Ahmedabad/Gandhinagar	<input type="checkbox"/>								
Indica/ WagonR or Equivalent (Hatchback)	(AC)								
	(Non-AC)								
Tata Indigo GLX/Swift Dezire or equivalent (Sedan)	(AC)								
	(Non-AC)								
Tavera/Innova & Honda City or equivalent	(AC)								
	(Non-AC)								
Tempo Traveller (17 seater)	(AC)								
45 Seater bus	(AC)								
	(Non-AC)								

In case of outstation duties	
Driver's allowance , Rs per day	
Night halt charges, Rs per night	

Any Other information:
 Date:
 Place: Name: Stamp:

Signature of Tenderer/Bidder: