

Request for Proposal (RFP)

ARC for Hiring of Taxis on Monthly & Daily Basis

INVITATION TO BIDS

Reference Number: 08/ ORG/ 2017/ ARC_DLY dated 17.05.2017

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFCCL Ltd.)
Corp. Office: First Floor, Urjanidhi, 1 Barakhamba Lane, Connaught Place,
New Delhi-110001, India

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INVITATION TO BID

Ref. No. 08/ ORG/ 2017/ ARC_DLY

Date: 17.05.2017

1. PFC Consulting Ltd. intends to invite e-bids for **ARC for Hiring of Taxis on Monthly & Daily Basis** for PFCCL's office space at Statesman House.
2. Interested bidders may obtain further information from the Office of PFC CONSULTING LIMITED, Seventh Floor ('A' Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001, India.
3. Bids shall be received up to **11:00 hrs. on 01.06.2017** through <https://www.tcil-india-electronictender.com>. **Technical Bids** shall be opened on **01.06.2017** at 11:30 Hrs (IST). The time table for bid process is as follows:

Issue of RFP (https://www.tcil-india-electronictender.com)	17.05.2017
Date of commencement of sale of RFP	17.05.2017
Last Date of Sale of RFP (from https://www.tcil-india-electronictender.com)	01.06.2017 upto 10:00 hrs
Last Date & Time for receipt of Bid (on https://www.tcil-india-electronictender.com)	01.06.2017 upto 11:00 hrs
Date & Time of Opening of Technical & Commercial Bids through e-procurement	01.06.2017 11:30 hrs
Date & Time of Opening of Price Bids	To be intimated later on to the eligible bidders
Place of submission of Bids	https://www.tcil-india-electronictender.com
Place of Opening of Bids	At PFCCL office through e-procurement portal https://www.tcil-india-electronictender.com
Address for communication	SVP (Unit # 1) PFC CONSULTING LIMITED, Seventh Floor (‘A’ Wing), Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110 001

Bidders / tenderers will have to make offline payment of INR 500/- in the form of separate Banker's Cheque in favor of "PFC Consulting Ltd." payable at New Delhi on a/c of cost of tender document to be **procured from e-tender portal**. The demand draft/banker's cheque in original may please be forwarded to us before the date of opening of technical bid through e-procurement. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque. Tender received without the tender cost i.e. INR 500/- will not be considered for any reasons. **Scanned copy of demand draft to be uploaded** along with bid on e-portal.

Official tender documents have to be procured/ downloaded from <https://www.tcil-india-electronictender.com> after registration on the above website for participation in the tendering process before the closure date of sale of tender documents i.e. 01.06.2017 failing in which bidder will not be able to submit their bid by submission date i.e. 01.06.2017. However, a free copy of tender documents is also available on above website as well as PFCCL website for viewing purpose only.

Note: Bidders are advised to start the registration process on the <https://www.tcil-india-electronictender.com> as early as possible as it may take a few days so as to avoid any delay in tender document procurement and bid submission (upload) stage.

4. **Minimum Qualifying Requirements:** The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected:

- (i) Bidder shall be an Indian Company / firm / proprietor firm engaged in ARC for Hiring of Taxis for last three years in Delhi / NCR and having its sales & maintenance branch office in Delhi/ NCR.
- (ii) Bidder should have provided DLY cars on hiring basis to at least 3 (three) Government or Public Sector or reputed Private Sector Companies/firms. Out of which total billing for a client for a year should be minimum 5 Lakhs annually in preceding 3 (three) financial years (i.e. 2014-15, 2015-16 and 2016-17) and up to date of submission of bid.

Documents to this effect i.e. copy of PO indicating the contract value and relevant proof of completion such as Completion Certificate or any other supporting documents (like confirmation of services or release of payment by purchaser towards invoice etc.) must be submitted in support of the above.

- (iii) Bidder should have an average Annual turnover of Rs. 7.5 Lakhs (Rupees Seven Lakhs fifty thousand only) during last three financial years (i.e. FY 2014-15, 2015-16 and 2016-17) for the work of similar nature and the firm should be profit making company. The bidder should provide proof for the same such as balance sheet, CA certificates etc. for last three financial years.
- (iv) Bidder should have at least 4 (Four) cars of model 2011 and onward and should be in the category of Dezire/ Etios/ Aveo/ Amaze or better, registered as DLY/UP/HR taxis to the extent possible in the name of proprietor/company/partners/firm/director and submit supporting documents (Viz. Permit for Delhi (NCR), HR, UP);
- (v) Bidder should send copy of proprietor firm certificate/ partnership deed/registration certificate of the firm.
- (vi) Bidder should have valid Registration No. of Sales Tax/VAT/Service Tax/TIN, whichever is applicable.
- (vii) Bidder should have PAN No.

Owner reserves the right to carry out capability assessment of the Bidders and Owner's decision shall be final in this regard; and

The bidder shall **upload** all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

5. All Technical, Commercial Bids and Price Bids must be submitted at the <https://www.tcil-india-electronictender.com>. All bids must be accompanied by a bid guarantee (EMD) for an amount of Rs. 35,000/- as specified in the RFP and any bid not accompanied by the required bid guarantee (EMD) shall not be opened. **Scanned copies** of banker's cheque or demand draft on a/c of tender cost and bid guarantee (EMD) need to be uploaded while submitting bids. Technical Bids will be opened in the presence of the bidders' representatives who choose to attend on the specified date and time. Price Bids of technically qualified bidders will be opened in the presence of the bidders' representatives on a separate date and time which will be intimated separately.

6. Original copy of banker's cheque or demand draft on a/c of **tender cost and bid guarantee (EMD)**, along with **technical and financial pass-phrases** should reach at the below mentioned address before the due date & time of opening of technical bid i.e. **01.06.2017**:

**SVP (Unit # 1)
PFC CONSULTING LIMITED,
Seventh Floor, Statesman House,
Barakhamba Road, Connaught Place, New Delhi – 110 001**

The Bidders may also send banker's cheque/demand draft by registered post so as to reach above address before bid closing date and time.

7. No further discussion/ interface will be granted to bidders whose bids have been disqualified. PFCCL reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.

Note: The cost of the tender document in **no case** is to be included with EMD.

IMPORTANT INFORMATION

BEING E-TENDER, OFFICIAL COPY OF TENDER DOCUMENT IS TO BE DOWNLOADED FROM <https://www.tcil-india-electronictender.com>

AFTER ASSIGNING MARKETING AUTHORITY ON E-TENDER PORTAL BY 01.06.2017 upto 10:00 hrs., FAILING IN WHICH BIDDER WILL NOT BE ABLE TO UPLOAD THEIR BID BY LAST DATE OF RECEIPT OF BID i.e. 01.06.2017 upto 11:00 hrs. ACCORDINGLY, BIDDERS ARE

REQUESTED TO ENSURE TO DOWNLOAD OFFICIAL COPY AND NOT FREE COPY BY LAST DATE OF SALE OF TENDER DOCUMENTS AS EXPLAINED ABOVE.

PFC CONSULTING LIMITED
(A wholly owned subsidiary of PFC Ltd.)
Corp. Office: Urja Nidhi, 1 Barakhamba Lane, Connaught Place,
New Delhi - 110 001, India

No. 08/ORG/17/ARC_DLY

Date: 17.05.2017

Subject: ARC for Hiring of Taxis on Monthly & Daily Basis

Dear Sir,

PFC CONSULTING LIMITED, a wholly owned subsidiary of PFC Ltd. (a Govt. of India Undertaking under the Administrative Control of Ministry of Power) invites e-bids for ARC for Hiring of Taxis on Monthly & Daily Basis at Corp. Office at "7th Floor", Statesman House , Connaught Place, New Delhi – 110 001.

The following documents are enclosed which need to be uploaded back on the <https://www.tcil-india-electronictender.com> in token of acceptance along with Earnest Money Deposit of Rs. 35,000/- (Rupees Thirty Five Thousand only).

S. No.	Details of Tender Documents	
1	General Terms & Conditions (Section - GCC)	Annexure I
2	Instruction to Bidders (Section – INB) Preference to Purchase from MSEs	Annexure II Annexure – II-A
3	Details of Vehicles Special Terms & Conditions Detailed Scope of Work (Section – DSW)	Annexure III-A Annexure III-B Annexure III-C
4	Schedule-1 (Qualifying Requirement Data) Schedule-2 (Technical Deviations) Schedule-3 (Commercial Deviations) Schedule-4 (Bidder's Data Sheet)	Annexure IV
5	Format for Quoting Rates	Annexure V
6	Proforma for Bank Guarantee for Bid Guarantee	Appendix –I
7	Format for Acceptance of Terms and Conditions	Appendix –II
8	Contents of Log-Book in details	Appendix –III
9	Instruction for e-tendering	Appendix –IV

The bidders are required to submit EMD i.e. **Rs. 35,000/-** in the form of Demand Draft / Banker's Cheque drawn in favour of "PFC Consulting Ltd." payable at New Delhi. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.

Or

The bidders may submit an irrevocable bank guarantee as per Clause 5 of GCC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 35,000/- in favour of PFC Consulting Ltd., New Delhi in the format furnished in Appendix-I.

In case no deviation is proposed in any of the clauses of technical or commercial enunciated in tender document, the bidders are required to specify NIL categorically in Annexure V, Schedule 2&3 failing in which it will be considered as no deviation.

In case you are interested, please submit your competitive offer duly supported with all the above documents (S. No. 1 to 4 - Annexure I to IV and Appendix-II) along with Earnest Money Deposit of Rs. 35,000/- as Technical Bid" and Annexure V as Financial or Price Bid" to be uploaded on <https://www.tcil-india-electronictender.com>.

The EMD and Cost of Tender along with Technical and Financial bid Pass-Phrases (as explained in Appendix- IV) duly sealed in separate envelopes and superscribed as “EMD, Tender Cost, Technical Pass-Phrase & Financial Pass-Phrase for **ARC for Hiring of Taxis on Monthly & Daily Basis** - Due on 01.06.2017 at 11.00 A.M.” and addressed to:

SVP (Unit # 1)
PFC CONSULTING LIMITED
Seventh Floor, Statesman House,
Barakhamba Road, Connaught Place, New Delhi – 110 001

Note:

Due Date & Time for submission	: 01.06.2017, 11.00 AM
Opening Date & Time	: 01.06.2017, 11.30 AM

Thanking you,

Yours faithfully,
Sd/-
(V. K. Jain)
SVP (Unit # 1)

SECTION GCC

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

- 1.1 The Contract" means the agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

'Owner' shall mean the PFC CONSULTING LIMITED., New Delhi, India (A wholly owned subsidiary of PFC Ltd.) having its Corporate office at First Floor, "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi – 110 001 and shall include their legal representatives, successors and assigns

- 1.2 „Contractor" or „Manufacturer" shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder"s legal representatives, successors and permitted assigns.
- 1.3 „Sub-Contractor" shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.4 „Engineer" shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract by the Owner.
- 1.5 „Consulting Engineer"/ „Consultant" shall mean any firm or person duly appointed as such from time to time by the Owner.
- 1.6 The terms „Equipment", „Stores", and „Materials" shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.7 „Works" shall mean and include the furnishing of equipment/materials at site and if required, supervision of unloading, storage, handling at site, erection, testing & commissioning and putting into satisfactory operation as defined in the Contract.
- 1.8 „Specifications" shall mean the Specifications and Bidding Document forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.9 „Site" shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.10 The term „Contract Price" shall mean the lumpsum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.11 „Manufacturer"s Works" or „Contractor"s Works" shall mean the place of Works used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 1.12 „Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorised representative of the Owner.

- 1.14 „Notice of Award of the Contract” / „Letter of Award” / „Telex of Award” shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.15 „Date of Contract” shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.16 „Month” shall mean the calendar month. „Day” or „Days” unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
A „Week” shall mean continuous period of 7 (seven) days.
- 1.17 „Writing” shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.18 When the words „Approved”, „Subject to Approval”, „Satisfactory”, „Equal to”, „Proper”, „Requested”, „As Directed”, „Where Directed”, „When Directed”, „Determined by”, „Accepted”, „Permitted”, or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner/Engineer.
- 1.19 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.20 Start up” shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially completed, to the state ready for trial operation. The start up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.21 „Initial operation” shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.22 „Trial operation”, „Reliability Test”, „Trial Run”, „Completion test”, shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- 1.23 „Performance and Guarantee Test” shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.24 The term „Final Acceptance” shall mean the Owner’s written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.25 „Commercial Operation” shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the Owner, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.26 „Warranty Period”/„Maintenance Period” shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.

- 1.27 „Latent Defects” shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.

2.0 SUBMISSION OF BIDS

- 2.1 The entire process of bidding shall be through **e-procurement/e-tendering**. If require any brochures/specifications relating to items in such case their scan copy to be uploaded in technical bids. The technical bid should have all the technical details along with scanned copy of demand drafts on account of tender cost and EMD. Price bid should have only price details. If price schedule or any details of price bid is disclosed in technical bid, the bid will be out-rightly rejected.”
- 2.2 Proposals received late, after the due bid opening date and time will be rejected by the system itself and in no case physical bids shall be accepted. The Owner shall not be responsible for non-delivery/late delivery of proposals sent by post.

3.0 SEALING AND MARKING OF BIDS

- 3.1 The envelope containing banker”s cheque/demand draft on a/c of tender cost fee and EMD shall indicate the name and address of the Bidder along with the title of the tender to enable the envelope to be returned unopened in case it is declared “late” or “rejected”.

4.0 DEADLINE FOR SUBMISSION OF BIDS

- 4.1 Bids submitted by fax will not be accepted. No request from any Bidder to the Owner to collect the proposal from airlines, cargo agents etc. shall be entertained by the Owner.
- 4.2 Envelopes containing banker”s cheque/demand draft on a/c of tender cost fee and EMD must be received by the Owner at the address specified above, not later than the time & date mentioned in the Invitation to Bid.
- 4.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Invitation to Bid/ RFP, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.4 After publishing of NIT in Newspaper if any, any amendment/ corrigendum may not be published in any Newspaper. The amendment(s) of the NIT shall be put on our web-site directly. The bidders, who have not informed us about the download, would be required to regularly visit our website for updating themselves about any amendments which may arise from time to time. It will be assumed that all the information contained/updated in the website has been taken into account by the Bidder in its bid.

5.0 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE

- 5.1 Each bid shall be accompanied by a Bid Guarantee amounting to Rs. 35,000/- in one of the form listed out herein below:
- 5.2 The bid guarantee shall be valid for a period of three calendar months from the date of bid opening which shall be extended from time to time as desired by Purchaser. The successful Bidder shall keep his bid guarantee valid till one month beyond the bid validity period.
- 5.3 **The bid guarantee may be submitted in one of the following forms:**
- (a) A crossed bank draft in favour of PFC Consulting Ltd., New Delhi, payable at New Delhi form a Nationalized Bank or a reputed commercial bank of the Bidder”s country.

- (b) An irrevocable bank guarantee from any Nationalized Indian Bank or reputed commercial bank of the Bidder's country in favour of PFC Consulting Ltd., New Delhi in the proforma enclosed herewith as APPENDIX – I.
- 5.4 Any bid, not accompanied by the bid guarantee is able to be rejected by the Owner as non-responsive.
- 5.5 Bid Guarantee of the unsuccessful bidder shall be returned after the acceptance of the Purchase Order by the successful bidder.
- 5.6 The Bid Security of the successful bidder shall be converted into Security Deposit and shall be released on the successful completion of the contract. No interest shall be payable by the Owner on the Security Deposit.
- 5.7 The Bid Guarantee may be forfeited without any notice or proof of damages etc.
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.

Or

- (b) In the case of a successful Bidder if the Bidder fails:
 - (i) To accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.
 - (ii) To execute the order after acceptance of order
- 5.8 No interest will be payable by the owner on the above bid guarantee.
- 5.9 Quotation without EMD will out rightly be rejected. SSI/ NSIC/ MSME Industries are exempted from submission of EMD and must enclose the SSI/NSIC/ MSME registration certificate for the same products/Services in this contract. If the SSI certificate does not contain the item as listed in our NIT and no EMD is found enclosed, the offer shall be rejected.

6.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 6.1 No bid may be modified subsequent to the deadline for submission of bids.
- 6.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the forfeiture of bid security.

7.0 INFORMATION REQUIRED WITH THE PROPOSAL

- 7.1 The following information shall be required with technical bid in the form of scanned copies, if required.
- 7.2 The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc.
- 7.3 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 7.4 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

- 7.5 In case the „Bid Proposal“ information contradicts RFP requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.

8.0 OPENING OF BIDS BY THE OWNER

- 8.1 The Bids shall be opened by the Owner on any date after the last date fixed for Bid receipt as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.
- 8.2 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the Owner, at its discretion may consider appropriate, will be announced at the opening.
- 8.3 No electronic recording devices will be permitted during bid opening.

9.0 CLARIFICATION OF BIDS

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

10.0 PRELIMINARY EXAMINATION

- 10.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 10.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Guarantee forfeited.
- 10.3 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
- 10.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 10.5 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

11.0 PRICE

- 11.1 The Bidder shall quote Firm prices valid till the complete execution of the order.
- 11.2 The Bidder shall quote on FOR Destination basis inclusive of packing, forwarding, freight, insurance charges, taxes & duties, installation charges, testing and commissioning charges etc, if any.
- 11.3 The Bidder shall quote, item wise prices for all the services.

12.0 TAXES AND DUTIES

- 12.1 All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- 12.2 All Customs duties, Excise Duties, Sales Tax and other levies payable by the bidder on goods, equipment, components, Sub-assemblies, raw materials & any other items used for their consumption or dispatched directly to owner by the contractor or their sub-suppliers shall be included in the bid price & any such taxes, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the owner.
- 12.3 The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. Tax liability, if any, on Contractor's personal income & property shall be borne by the Contractor and shall be the responsibility of the Contractor as per Tax Laws of India.
- 12.4 PFCCL shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
- 12.5 As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, PFCCL shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.
- 12.6 If any rates of taxes/duties/levies (hereinafter called „Tax“) are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take in to account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of components/products/services etc. by the Contractor and shall also not be applicable on the bought out items dispatched directly from sub vendor's works to site.

13.0 INSURANCE

- 13.1 The seller at his cost shall arrange, secure and maintain all insurance as may be pertinent and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The responsibility to maintain adequate insurance coverage at all times till the equipment/materials "Taken Over" by the Owner shall be of Seller alone. The insurance covers to be taken by the seller shall be in the name of Owner. The seller shall however be authorized to deal directly with the insurance company.
- 13.2 Any loss or damage to the equipment/material during handling, transportation till sixty (60) days after the equipment/material under the contract reach Purchaser's warehouse shall be

to the account of seller. The insurance policy to be taken by seller should be on warehouse to warehouse basis valid for a period of sixty days beyond the receipt of material by the Purchaser's consignee as stipulated in the Purchase Order. The seller shall be responsible for preference of all claims and make good for the damages or loss by way repairs and/or replacement of the material damaged or lost. The transfer of title shall not in any way relieve the seller of the above responsibilities during the period of Contract.

- 13.3 The insurance required to be taken by seller shall cover all risks including war, strike, riots and civil commotion etc. The scope of such insurance shall be adequate to cover the replacement/re-installment cost of the materials delivered at site. Notwithstanding the extent of insurance cover the amount of claim available from the underwriters and the time at which claim is available from the underwriters, the seller shall be liable to make good the full availability as per Owner's requirements.

14.0 BID CURRENCIES

- 14.1 Prices shall be quoted in Indian Rupees only.

15.0 PERIOD OF VALIDITY OF BIDS

- 15.1 Bids shall remain valid and open for acceptance for a period of 4 months after the date set for Bid opening.

16.0 BID OPENING – E-Procurement

- 16.1 Those bids whose bid guarantee and tender cost fee is not submitted before the due date and time shall not be opened. The Purchaser will examine all other Bids to determine whether they are complete, whether the requisite Bid Guarantees have been furnished, whether the documents have been properly uploaded, and whether the Bids are generally in order.

17.0 PROCESS TO BE CONFIDENTIAL

- 17.1 Any effort by a bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.

18.0 CORRECTION OF ERRORS

- 18.1 Bids determined to be sub-sequentially responsive will be checked by the Purchaser for any arithmetic errors in computation and summation, Errors will be corrected by the Purchaser as follows:
- a) where there is discrepancy between amounts in figures and in words, the amount in words will govern.
 - b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.
- 18.2 The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee forfeited.

19.0 TIME SCHEDULE

- 19.1 The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding documents and incorporated in the Contract for supplies and services.

20.0 EVALUATION AND COMPARISON OF BIDS

- 20.1 The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the bidding documents.
- 20.2 In evaluating Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- a) Making any corrections for errors pursuant to Clause 18.0
 - b) Excluding provisional sums
 - c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 10.4.
- 20.3 Bidder shall state their Bid price for the payment schedules outlined in the specifications. Bids will be evaluated on the basis of this base price.
- 20.4 The purchaser reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in Bid evaluation.
- 20.5 Sales tax and other levies legally payable on the transaction between the Purchaser, the bidder & sub-supplier shall be taken into account for Bid evaluation.
- 20.6 Bid evaluation will be carried out on the basis of L1 and contract will be awarded on the basis of least evaluated cost to the Purchaser.
NB: 1. BIDDERS TO QUOTE FOR VEHICLES FOR BOTH MONTHLY AND DAILY BASIS AS GIVEN AT PART-A AND PART-B OF PRICE BID.
2. PART- A AND PART-B WOULD BE EVALUATED SEPARATELY AND THE LOWEST BIDDERS OF THE INDIVIDUAL PART-A AND PART-B WOULD BE AWARDED PURCHASE ORDERS ACCORDINGLY.
- 20.7 Preference to purchase from MSE Agencies and related evaluation has been detailed out at Annexure-II-A of these tender documents.

21.0 AWARD CRITERIA

- 21.1 The Purchaser will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and has been determined as the lowest evaluated bid pursuant to Clause 20 above, provided further that the bidder has the capability and resources to carry out the Contract effectively.

22.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 22.1 The Purchaser reserves the right to accept or reject any e-Bid and to annul the e-bidding process and reject all e-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 the affected bidders or bidders of the grounds for the Purchaser's action.

23.0 NOTIFICATION OF AWARD

- 23.1 Prior to the expiry of the period of Bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder by Cable, confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called „Notification of

Award"/"Letter of Award") shall name the sum which the Purchaser will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the „Contract Price"). Within 5 days of receipt of the „Notification of Award"/"Letter of Award" the successful bidder shall sign and return a copy of the same to the Purchaser as acknowledgement of receipt of the same.

- 23.2 The Notification of Award will constitute the formation of the Contract.

24.0 DELIVERY/SHIPMENT TERMS

- 24.1 All the equipment/materials shall be dispatched to destination on FOR destination basis within the delivery period as stipulated in the Purchase Order/LOA.

25.0 SECURITY DEPOSIT

- 25.1 In case of bidders who had submitted an unconditional and irrevocable bank guarantee in support of EMD, the awardee is required to furnish DD amounting to Rs. 35,000/- on a/c of Security Deposit along with acceptance of the contract within 10 days from the date of receipt of Work Order.

- 25.2 The Bank Guarantee shall be issued from (a) a Public Sector Bank or (b) a Scheduled Indian Bank.

- 25.3 Failure of the successful bidder to comply with the requirements of Clause 25.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee, in which case the Purchaser may make the award to the next lowest evaluated bidder or call for new Bids.

26.0 LOCAL CONDITIONS

- 26.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the performance of the Contract covered under these specifications and documents.

27.0 PAYMENT TERMS

- 27.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on-account payments only. The final payment will be made on completion of all Works and on fulfilment by the Contractor of all his liabilities / statutory requirements under the Contract.

27.2 Currency of Payment

All payments under the Contract shall be in Indian Rupees only.

27.3 Due Dates for Payment

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth. Progressive payments will become due to and payable by the Owner within Fifteen (15) working days of the date of receipt of Contractor's bill/invoice/debit note by the Owner, provided the documents submitted are complete in all respects.

28.0 INSPECTION –CHECKING- TESTING

All materials / equipment manufactured by the supplier himself and/or by his sub-vendor against the purchase order shall be subject to inspection, check and/or test by the purchaser

or his authorized representative at all stages and places, before, during and after his manufacturing.

Inspection by the Purchaser and/or his authorized representative or failure by the Purchaser and/or his authorized representative to inspect the material/equipment shall not relieve the supplier of any responsibility or liability.

29.0 ACCESS TO SUPPLIERS PREMISES

The Owner and/or his authorized representative shall be provided access to Vendor's and or his sub-Vendors premises, at any time during the pendency of the order for expediting, inspection, checking etc. of the progress of the work.

30.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT

If upon deliver, whether inspected and approved earlier or otherwise the material/equipment is not in conformity with the specifications the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of receipt of the material at the work/site/office.

The Supplier shall arrange removal of the rejected items within 15 days of the notice of rejection failing which the owner shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses incurred by the Owner in disposing off the rejected items including money paid to the Supplier shall be recoverable from the Supplier.

31.0 SOURCE OF SUPPLY

The Vendor will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where imports are unavoidable, all such items shall be imported by the Vendor in good time against his own import license without affecting the contractual delivery date/delivery schedule.

32.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

32.1 In case of any delay in execution of the order beyond stipulated work schedule, including any extension permitted in writing, the Owner reserves the right to recover from the vendor a sum equivalent to ½ (half percent) of the value of delayed material/equipment or unperformed services for each week of the delay and part thereof subject to a maximum of 5% of the total value of the order.

33.2 Alternatively, the Purchaser reserves the right to purchase the materials/equipment from elsewhere at the risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.

33.3 Alternatively, the Purchaser may cancel the order completely without prejudice to his right under the alternatives mentioned above

33.0 FORCE MAJEURE

33.1 Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;

- b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) rebellion, revolution, insurrection, military or usurped power and civil war;
- d) riot, commotion or disorder, except where solely restricted to employees of the Contractor.

34.0 ADDITIONS/ALTERATIONS/MODIFICATIONS

The Owner reserves the right to make the additions/ alterations /modifications to the quantity of the items in the Purchase Order to the extent of $\pm 25\%$ of the value of the Purchase Order. Such an option shall be exercised by the Owner before completion of supplies under purchase order. The vendor shall supply such quantities also, at the same rate as originally agreed to and incorporated in the Purchase Order. If, however the additional work is at variance in design, size and specifications & is not already covered by the Purchase Order of the amendments therein, the rates for such additional work shall be negotiated & mutually agreed upon.

35.0 SUB-LETTING

The Vendor shall not sub-let, transfer or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to the Purchaser.

36.0 INFORMATION PROVIDED BY THE PURCHASER

All drawings data & documentation that are given to the Vendor by the Purchaser for the execution of the order shall be the property of the Purchaser. The Vendor shall not make use of any of the above documents for any other purpose at any time except for the purpose of executing the order to the Purchaser. The Vendor shall not disclose above information to any person, firm corporate body and/or authority and shall use all endeavours to ensure that the above information is kept confidential.

37.0 PATENT RIGHTS

Royalties and fees for patents covering material/equipment or process used in executing the work shall be to the account of the Vendor. The Vendor, shall satisfy all demands that may be made any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the purchase indemnified in that regard. In the event, any equipment/material or part thereof supplied by the Vendor is involved in any suit or other proceedings held to constitute infringements, and its use is enjoyed, the Vendor, shall at his own expenses, either procure for the purchaser the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment/or modify it so that it becomes non-fringing.

38.0 COMPLIANCE OF REGULATIONS

The Vendor shall warrant that all goods and services covered by the Purchase Order have been produced, sold, dispatched, delivered, tested and installed and are in strict compliance with all applicable laws, regulations including industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time.

The Vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby deemed to be incorporated by this reference. Any liability arising

out of contravention of any of the laws in executing the order shall be the sole responsibility of the Vendor.

39.0 CONTRACTOR'S DEFAULT

39.1 Notice of Default

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the programme for carrying out of the Works, the Purchaser may give notice to the Contractor requiring him to make good such failure or neglect.

39.2 Nature of Contractor's Default

If the Contractor:

- a) has failed to comply within a reasonable time with a notice under sub-clause 39.1, or
- b) assigns the Contract or sub-contracts the whole of the Works without the Employer's written consent or
- c) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The purchaser may, after giving 15 days notice to the Contractor terminate the Contract and expel the Contractor from this Site.

Any such expulsion and termination shall be without prejudice to any other rights of powers of the Purchaser, or the Contractor under the Contract.

The Purchaser may upon such termination complete the works himself or by any other Contractor. The Purchaser or such other Contractor may use for such completion any of the Contractor's equipment which is at the Site as he or they may think proper, and the Purchaser shall allow the Contractor a fair price for such use.

39.3 Valuation of Date of Termination

The Purchaser shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

39.4 Payment after Termination

The Purchaser shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Purchaser shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-clause 41.3. If there is no such extra cost the Purchaser shall pay any balance due to the Contractor.

39.5 Effect on Liability for Delay

The Contractor's liability under clause 31 shall immediately cease when the Purchaser expels him from the Site without prejudice to any liability there under that may have already occurred.

40.0 CANCELLATION

The Owner reserves the right to cancel the order in part or in full by giving one week advance notice thereby if:

- a) The Vendor fails to comply with any of the terms of the order.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) The Vendor makes general assignment for the benefit of the creditors; and
- d) Any receiver is appointed for the property owned by the Vendor.

41.0 DISPUTES AND ARBITRATION

41.1 The Purchaser & Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

41.2 If after thirty (30) days from the commencement of such internal negotiations, the Purchaser & Supplier have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution to the formal mechanism specified below.

41.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In the case of dispute between the Purchaser and bidder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.

41.4 The award given by the Arbitrator(s) shall be speaking award.

41.5 Work to Continue

Performance of the contract shall continue during arbitration proceedings unless the Purchaser shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be added to the Contract Price.

41.6 No, payments due or payable by the purchaser shall be withheld on account of pending reference to arbitration.

42.0 LAW AND PROCEDURE

42.1 Applicable Law

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

42.2 ACCEPTANCE OF TERMS AND CONDITIONS

The Bidder must confirm his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.

43.0 SIGNATURE OF BIDS

43.1 The bid must contain the name and place of business of the person or persons making the bid and must be signed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

- 43.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 43.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Company Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 43.4 **Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.**
- 43.5 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. **All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.**
- 43.6 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 43.7 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 43.8 Name, designation & other details related to authorized bid signatory to be specified at electronic form while submitting bid at TCIL ETS portal.
- 44.0 DAMAGE DUE TO CONTRACTOR'S NEGLIGENCE**
- 44.1 If the Contractor or his Maintenance Engineer / Employee cause damage to the Equipment or any part thereof, the Contractor shall, upon receipt of notice in writing in that behalf from Owner/ Engineer, arrange to make the same good at his costs. The decision of the Engineer/ Owner in this regard shall be final and binding on the Contractor.
- 45.0 DEDUCTIONS FROM CONTRACT PRICE**
- 45.1 All costs, damages or expenses which Owner may have paid, but under the Contract the Contractor is liable to pay, will be claimed by Owner from the Contractor. All such claims shall be billed by Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen days of the receipt of the corresponding bills and if such claims are not paid by the Contractor within the said period then Owner may deduct the amount from any payment due or becoming due by him to the Contractor under the Contract or may be recovered by actions of law or otherwise.

SECTION INB
INSTRUCTION TO BIDDERS

1.0 GENERAL INSTRUCTIONS

- 1.1 PFC Consulting Ltd. (hereinafter called Owner) invites e-Bids in respect of ARC for Hiring of Taxis on Monthly & Daily Basis at PFCCL's office space at Statesman House. All Bids shall be prepared and uploaded strictly in accordance with these instructions.
- 1.2 The Owner reserves the right to itself to accept any Bid or reject any or all Bids or cancel/withdraw Invitation to Bid without assigning any reason for such decisions. Such decisions by the Owner shall bear no liability whatsoever consequent upon such a decision.

2.0 Minimum Qualifying Requirements: The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected:

- (i) Bidder shall be an Indian Company / firm / proprietor firm engaged in ARC for Hiring of Taxis for last three years in Delhi / NCR and having its sales & maintenance branch office in Delhi/ NCR.
- (ii) Bidder should have provided DLY cars on hiring basis to at least 3 (three) Government or Public Sector or reputed Private Sector Companies/firms. Out of which total billing for a client for a year should be minimum 5 Lakhs annually in preceding 3 (three) financial years (i.e. 2014-15, 2015-16 and 2016-17) and up to date of submission of bid.

Documents to this effect i.e. copy of PO indicating the contract value and relevant proof of completion such as Completion Certificate or any other supporting documents (like confirmation of services or release of payment by purchaser towards invoice etc.) must be submitted in support of the above.

- (iii) Bidder should have an average Annual turnover of Rs. 7.5 Lakh (Rs. Seven Lakh Fifty Thousand only) during last three financial years (i.e. FY 2014-15, 2015-16 and 2016-17) for the work of similar nature and the firm should be profit making company. The bidder should provide proof for the same such as balance sheet, CA certificates etc. for last three financial years.
- (iv) Bidder should have at least 4 (Four) cars of model 2011 and onward and should be in the category of Dezire/ Etios/ Aveo/ Amaze or better, registered as DLY/UP/HR taxis to the extent possible in the name of proprietor/company/partners/firm/director and submit supporting documents (Permit for Delhi(NCR), HR, UP);
- (v) Bidder should send copy of proprietor firm certificate/ partnership deed/registration certificate of the firm.
- (vi) Bidder should have valid Registration No. of Sales Tax/VAT/Service Tax/TIN, whichever is applicable.
- (vii) Bidder should have PAN No.

Owner reserves the right to carry out capability assessment of the Bidders and Owner's decision shall be final in this regard; and

The bidder shall **upload** all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

3.0 COST OF BIDDING

- 3.1 All the costs and expenses incidental to preparation and submission of the proposals, discussions including pre-award discussions with the successful Bidder etc. shall be to the account of the Bidders and the Owner shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such costs and expenses, regardless of the conduct or outcome of the Bidding process.

4.0 INSPECTION OF SITE

- 4.1 The bidders are advised in their interest to visit the site before submitting their tender document to see the infrastructure, space and facilities etc. The authorized representative of the agency (ies) may inspect the site on any working day as per his convenience between 10 AM and 4 PM..

5.0 DOCUMENT COMPRISING THE BID

- 5.1 The Bidder shall complete all the e-Bid Forms inclusive of Price Schedules, Schedule of Requirements etc. furnished in the RFP, indicating, for the products to be supplied and services to be rendered, a brief description of products and services, quantities and prices.

- 5.2 The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in clause 2.0 above.

5.3 Scope of the Proposal

- 5.3.1 The scope of the proposal shall be on the basis of a sole responsibility of the bidder, completely covering all the materials and services specified under the accompanying RFP documents.

6.0 BIDDER'S DATA SHEET

- 6.1 The bidder should also upload the information in the proforma of Annexure-IV Schedule-6 Bidder's Data Sheet

7.0 FORMAT AND SIGNING OF BID

- 7.1 The Bidder shall complete all the procedure and format of the bid through **e-procurement** process.

- 7.2 Bids not confirming to the above requirements of Clause 7.0 may be disqualified.

8.0 BID PRICES

- 8.1 The Bidder shall indicate, in line with the price schedule enclosed in Bid proposal sheets. All rates and amount shall be written both in figures and words and shall be indicated in Indian rupees only. The maintenance charges, if any, quoted shall be inclusive of all cost (details indicated in DTS-Detailed Technical Specifications).

9.0 BID SECURITY

- 9.1 A Bid security i.e. EMD i.e. Rs. 35,000/- in the form of Demand Draft/Banker's Cheque drawn in favour of "PFC Consulting Ltd." payable at New Delhi and whose validity should be at least 3 months from the date of opening of bids. **Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.**

Or

The bidders may submit an irrevocable bank guarantee as per Clause 5 of GCC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 35,000/- in favour of PFC Consulting Ltd., New Delhi in the format furnished in Appendix-I.

- 9.2 The Bid Security shall be made payable to the Owner without any condition. The Bank guarantee (towards Bid Security) shall be valid for a period of 3 (three) calendar months from the date of opening of Bids which shall be extended from time to time as desired by the Purchaser.
- 9.3 The Bid security is required to protect the Owner against the risk of Bidders conduct which would warrant the security forfeiture pursuant to sub clause 8.4 Section INB.
- 9.4 If the successful Bidder fails to accept letter of award / purchase order, the Bid security amount shall be forfeited. Bid security amount may also be forfeited if a Bidder withdraws his Bid during the period of Bid validity.
- 9.5 The Bid security of all the Bidders except that of the successful Bidder will be returned within thirty (30) days after the Award of Contract or 15 days after the expiration of the period of Bid validity whichever is earlier.
- 9.6 Any Bid not accompanied by a Bid security in accordance with above provisions will be treated as non-responsive and will be rejected by the Owner.
- 9.7 No interest or any other cost will be payable by the Owner on the Bid security.
- 9.8 The Bid Security of the awardee agency shall be converted into Security Deposit and shall be released on the successful completion of the contract. No interest shall be payable by the Owner on the Security Deposit.

In case of bidders who had submitted an unconditional and irrevocable bank guarantee in support of EMD, the awardee is required to furnish DD amounting to Rs. 35,000/- on a/c of Security Deposit along with acceptance of the ARC within 10 days from the date of receipt of Work Order.

- 9.9 Quotation without EMD will out rightly be rejected. SSI/ NSIC/ MSME Industries are exempted from submission of EMD and must enclose the SSI/NSIC/ MSME registration certificate for the same products/Services in this contract. If the SSI certificate does not contain the item as listed in our NIT and no EMD is found enclosed, the offer shall be rejected

10.0 PERIOD OF VALIDITY OF BIDS

- 10.1 Bids shall be kept valid for acceptance for a period of 4 (four) calendar months from the date of opening of Bids. A Bid valid for a shorter period may be rejected by the Owner as non-responsive.

11.0 SUBMISSION OF BIDS TO THE OWNER

- 11.1 The Bidder shall submit the bids through <https://www.tcil-india-electronictender.com>. The banker's cheque/demand draft on a/c of tender cost fee and EMD shall be forwarded to us before the opening date of technical bid. However, scanned copy of both the fees (tender cost and EMD) is to be **uploaded** in the system through e-procurement. The bids are to be uploaded on above portal in two parts i.e. Technical and Price bid. The technical bid should have all the technical details along with scanned copy of demand drafts on account of tender cost and EMD. Price bid should have only price details. If price schedule or any details of price bid is disclosed in technical bid, the bid will be out-rightly rejected.

- 11.2 Any Bid received by the Owner after the deadline for submission of e-Bids prescribed by the Owner, in the Invitation to Bid shall be automatically rejected by the system.

12.0 WITHDRAWAL OF BIDS

- 12.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity. Withdrawal of a Bid during this interval shall result in the forfeiture of Bid Security of the Bidder pursuant to clause 9.4 Section INB.

13.0 OPENING OF THE BIDS BY THE OWNER

- 13.1 The Bids shall be opened by the Owner on scheduled bid opening date and time as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.

14.0 PRELIMINARY EXAMINATION

- 14.1 The Owner will examine the Bids to determine whether they are complete, whether required Bid security has been furnished, whether Bidder fulfils the qualifying requirements and whether the Bids are generally in order.
- 14.2 Prior to detailed evaluation, the Owner will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one which confirms to all the terms and conditions of the Bidding documents without material deviation. The Owner's determination of Bids responsiveness will be based on the contents of the Bid itself.
- 14.3 A Bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 14.4 The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the Owner with regards to the deviation being material or not shall be final and binding.

15.0 EVALUATION OF BIDS

- 15.1 The Owner will evaluate and compare the Bids previously determined to be substantially responsive pursuant to Clause 14.0.
- 15.2 The Bids submitted by the Bidders which do not meet the qualifying requirements as per Clause 2.0 Section INB will be treated as non-responsive and will be rejected.
- 15.3 **The Bids shall be compared on the following basis for the Scope of Work detailed in the Special Conditions of Contract.**
NB: 1. BIDDERS TO QUOTE FOR VEHICLES FOR BOTH MONTHLY AND DAILY BASIS AS GIVEN AT PART-A AND PART-B OF PRICE BID.
2. PART- A AND PART-B WOULD BE EVALUATED SEPARATELY AND THE LOWEST BIDDERS OF THE INDIVIDUAL PART-A AND PART-B WOULD BE AWARDED PURCHASE ORDERS ACCORDINGLY.

16.0 AWARD OF WORK

- 16.1 Notification of Award of Contract will be made in writing by registered post or by hand to the successful Bidder by the Owner. The notification of award shall constitute the formation of Contract.
- 16.2 The Owner reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such

decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

- 16.3 The Owner reserves the right to split the contract between two or more parties at L-1 rates, if qualified bidder (s) willing to match rate/ discount offered by L-1 bidder in line with the terms and conditions specified in the accompanying Technical Specifications.
- 16.4 Further, the Owner reserves the right to empanel additional agencies in case the qualified bidders are not able to meet our requirement and also reserves the right to split the contract among qualified bidders.

ANNEXURE-II-A

Preference to purchase from MSEs:

1. Purchaser reserves the right for providing preference to SSI/ NSIC/ MSME Industries in terms of “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012”.
Purchase preference for these MSEs will operate as follows:
 - a. This Public Procurement policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b.
 - 1) If the L-1 Agency is MSE vendor, than complete order will be awarded to this agency only.
 - 2) In this tender participating MSEs who quote within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise will be allowed to supply up to 20% of total tendered value. 20% of this 20% MSE tendered value (i.e. 4%), will be allowed to be supplied by SC/ST entrepreneur if they ready to match the L-1 price.
 - 3) In case of more than one such MSEs, the supply shall be shared proportionately (to tendered qty.).
 - 4) In case none of the MSEs qualified in above, complete order will be placed on L-1 agency.
2. Detailed technical specifications described in Annexure-III are mandatory requirement and will not be relaxed for any reason.
3. Above preferences shall be applicable to only those vendors, whose SSI/NSIC/MSME certificate contains the item(s) as listed in this tender.

ANNEXURE III-A

**The Contractor shall furnish the following information for
ARC for Hiring of DLY/HR/UP Taxi to the extent possible**

1. Name of the Firm :
2. Address for Communication :
3. Registered Office, if any :
4. Location of Garage :
5. Telephone Nos.
(Off., Resi., Garage) :
6. Name of Proprietor/partner :
7. (i) Name of Bankers :
(ii) Bank Credit limit, if any :
8. (i) Date/Year of Commencement of business :
(ii) Details of cars (not older than 2011 model) owned by the bidder.

S. No.	Type of Car	Registration No.	Date of Purchase	A.C.	Vehicle registered on the name of:	Photocopy of RC and Insurance enclosed
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

9. No. of skilled Drivers :
10. Contact Name of the Person with
Mobile No. for service before 9 AM
and after 5 PM including on holidays :
11. Any other information (which
bidder considers necessary to
bring to the notice) :

It is certified that the above information/certificates are true and in case of any of these is found to be false we shall be liable for any action as decided by PFCCL.

**Dated :
(with seal)**

Signature of the Tenderers

SPECIAL TERMS & CONDITIONS

1. GENERAL

- 1.1 The Contractor shall provide DLY/HR/UP Registered Taxis of **model 2011** or later as per our requirement with well-behaved skilled drivers having knowledge of routes and repairs of cars and valid driving license and also having proper uniforms. The vehicle provided by the contractor must have proper and complete documents, which should be shown to the user, if asked for.
- 1.2 Vehicle should report at the specified reporting time and place failing which a penalty of Rs. 1,000/- per occasion shall be imposed and contract may be reviewed on reoccurrence of such incidence.
- 1.3 If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of car, so rejected.
- 1.4 The Contractor shall maintain the log book/ Duty slip as per proforma attached at Appendix-III approved by PFCCL for every trip/requisition separately. The log book/ duty slip should be got signed by the user which would indicate the opening and the closing meter reading with time and date at the point of starting/ending the journey by the user. It should be ensured that there is no overwriting in the log book/ duty slips. In no case, duty slip without signature will be accepted in support of the bill for payment unless specifically intimated in advance.
- 1.5 In case of breakdown/servicing/repair, the contractor shall provide alternate vehicle of same Make and Model or better failing which vehicle shall be hired from any other source(s) at the risk and cost of the contractor.
- 1.6 The chargeable mileage will be the total mileage from the point of pick up to Point of Dropout (i.e. PFCCL's office at Statesman House or as intimated by PFCCL representative) + garage to point of pick up/ drop out maximum to 8 Kms each way.

2. DEDUCTION IN CASE OF VEHICLE NOT MEETING THE SPECIFICATION

- 2.1 If the interior of the vehicle is not in good condition, the deduction to the extent of 5% of the total amount from the bill of that vehicle shall be made.
- 2.2 Penalty of Rs. 500/- per occasion will also be imposed in case reported vehicle & driver is not in clean & tidy condition.

3. PRICE VARIATION

- 3.1 The rates quoted by the party shall be firm during the currency of contract except for price variation due to increase/decrease in the average price of fuels announced by the Government during the validity of the contract which will be reviewed quarterly, the rates would be increased/decreased proportionately taking an average of 9 Kms per Litre/KG based upon formula given below. No increase in other charges shall be allowed during the currency of contract.

$$= \frac{\text{Revised rate of fuel} - \text{Previous rate of fuel}}{9 \text{ KMs}}$$

4. In case of non-reporting / refusing to provide the requisite car, the same may be hired from any other source(s) at the risk and cost of the contractor, besides any other penal action which may be even termination of Contract.
5. The maintenance cost, charges of fuel, road tax, permit fee, passenger tax, challan, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by PFCCL. Actual Parking Charges/Toll charges/State Tax will be payable along with the Monthly & Daily bills, only upon submission of the parking bills/toll receipts etc.
6. PFCCL reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by PFCCL, which may even lead to termination of Contract.

7. INSURANCE

The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also.

8. The tempering of meter reading, vehicle usage timings, overwriting of log sheet and **misbehavior of driver** shall be viewed seriously, leading to even cancellation of contract.
9. One or more than one vehicle depending upon the requirement of the company can be called at any time during the day and night.
10. No advance payment shall be made under any circumstances.
11. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
12. The work can be bifurcated among two or more parties at the sole discretion of PFCCL and no Contractor/agency shall have any objection to the same.
13. The car deployed on our requisition must have all relevant documents like registration book/ driving license/ insurance/road tax/receipt/permit fee/ passenger tax/ border tax/ toll tax etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
14. The payment shall be made based upon fixed Monthly & Daily charges and actual running kilometers etc. quoted by the bidder.
15. The bill in triplicate along with copy of log book/ duty slips duly signed and stamped by the user of the vehicle or his representatives should be sent to the Company for payment by the 5th of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted. In case, the bills are not submitted to PFCCL as per above schedule, PFCCL will not take any responsibility for delay in payment. Further, bills relating to a particular vehicle are required to be submitted in one batch Monthly & Daily basis in chronological order (1st of the month to last date of the month) and will not be mixed up with the bills pertaining to other vehicle. In other words, the vehicle-wise bills are required to be sent to PFCCL for payment.

It should be ensured that there is no overwriting in the log books/ duty slips. In no case, log book/ duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.

16. In case of non-availability of requisitioned car, it will be the responsibility of the contractor to provide upgraded model car at the same rates, terms and conditions with prior permission of PFCCL.
17. The agency will be responsible for compliance of all statutory provisions related to minimum Wages, labour laws etc. in respect of the drivers deployed by it. The bidder will be fully responsible for payment of wages and other dues and compliance of all labour laws, welfare schemes applicable to the drivers deployed by them in this Office.
18. In case any vehicle is utilized below 2000 km in a month, balance km shall carry forward for next 6 months for said vehicle and will be adjusted against extra mileage for the said vehicle, if any, without any extra cost to PFCCL.
19. **The contractor shall indemnify PFCCL towards any damage or loss of or disability occurred / developed by the vehicle supplied by the contractor and PFCCL will not entertain any claim in this regard.**

ANNEXURE III-C

DETAILED SCOPE OF WORK (SECTION – DSW)

1. GENERAL

- 1.1 We have requirement of approx. 4 nos. of DLY/HR/UP Registered taxis (Maruti Swift Dezire / Etios/ Aveo/ Amaze or Higher). We, therefore, intend to enter into contract with Taxi Operator(s)/ Contractor(s) for a period of 1 (one) year for hiring of 4 cars on Monthly requirement basis & as and when Daily requirement basis and same can be extended twice on yearly basis after review of agency performance at the end of each year. The requirement of number of cars can change at any time for which intimation from PFCCL side will be given to the agency.

2. SCOPE OF WORK

- 2.1 The contractor will have to provide approx. 4 Nos. of DLY/HR/UP registered taxis of **Model 2011 & onwards** in the category of Maruti Swift Dezire / Etios/ Aveo / Amaze or higher category and in addition to it, as & when requirement basis. The cars (Maruti Swift Dezire / Etios/ Aveo / Amaze or higher category) shall report to PFCCL official's residence at various locations across Delhi-NCR/ our office premises at Statesman House, Connaught Place, New Delhi – 110 001. Additional taxi can also be requisitioned to report at any other place for travel within or outside Delhi (to Ghaziabad, Noida, Gurgaon, Faridabad etc.) as and when required on Monthly & Daily basis. In case where the payment of Toll Tax/State Tax etc. is also payable in addition to the rates, the same may please be indicated invariably in the format.
- 2.2 Vehicle will be required for about 25 days in a month with Monthly running of approx. 2000 KMs.
- 2.3 To the extent possible, the Contractor will have to make efforts to provide his own vehicle. However in case of non-availability of his own vehicle, it devolves on the Contractor to provide an alternative vehicle of equivalent status and above, but the payment will be released with reference to the approved rates to the Contractor.
- 2.4 The Contractor is required to provide the non-polluting fuel efficient vehicles only.
- 2.5 The Contractor shall provide well-behaved drivers having knowledge of different routes as well as repair of cars and valid driving license and also having proper uniforms. The reporting time, place, address etc. should be strictly followed by contractor.
- 2.6 The vehicle provided by the Contractor must be in excellent condition and have proper and complete documents, which should be shown to the user, if asked for. Otherwise, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
- 2.7 In case of non-availability of requisitioned car, it will be the responsibility of the Contractor to provide upgrade model at the same rates with prior consent of PFCCL.
- 2.8 The Contractor shall maintain the duty slip/log book (for hiring of cars on Monthly & Daily basis) as per proforma approved by PFCCL for every trip/requisition separately. The log book/ duty slip should be got signed from the user who would indicate the opening and the closing meter reading with time and date at the point of starting/ending the journey by the user.

- 2.9 In no case, vehicle older than 2011 model shall be accepted in PFCCL and contractor has to replace such vehicle on immediate basis failing in which a penalty of Rs. 500/- per day may be imposed for not meeting PFCCL requirement.

3.0 RATE & PRICE VARIATION

- 3.1 The schedule of rate (to be filled in by bidder) is enclosed at Annexure V for work to be executed. In case of award of contract, the price shall remain firm for a period of one year. However, the price variation due to increase/ decrease in the price of fuel shall be done as per clause 3.0 of Special conditions of contract.

4.0 DURATION / PERIOD OF CONTRACT

- 4.1 Normally the periodicity of contract is one year. However extension will be considered keeping into consideration the various factors, such as prevailing market price, satisfactory performance of the firm.

ANNEXURE – IV
Schedule – 1

QUALIFYING REQUIREMENT DATA

List of major clients for ARC for Hiring of Taxis on Monthly & Daily Basis.

Sl. No.	Name of the organization, Contact person & Telephone No.	Supply Order No. & Date	Billing period / Amount	Qty.	Amount

ANNEXURE – IV
Schedule-2

TECHNICAL DEVIATIONS

Technical Deviations for ARC for Hiring of Taxis on Monthly & Daily Basis

The following are the Technical deviations and variations from the exceptions to the specifications and documents against Detail Technical Specification of Tender Bid No. **08/ ORG/ 2017/ ARC_DLY**. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFCCL"s specifications and documents.

Sl.No.	Section	Clause No.	Page No.	Statement of deviations and variations

ANNEXURE – IV
Schedule-3

COMMERCIAL DEVIATIONS

Commercial Deviations for ARC for Hiring of Taxis on Monthly & Daily Basis

The following are the Commercial deviations and variations from the exceptions to the specifications and documents against Specification Tender Bid No. **08/ ORG/ 2017/ ARC_DLY**. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFCCL"s specifications and documents.

S. No.	Section	Clause No.	Page No.	Statement of deviations and variations

ANNEXURE – IV
Schedule-4

BIDDER'S DATA SHEET

Bidder's Data Sheet for "**ARC for Hiring of Taxis on Monthly & Daily Basis**" shall be uploaded through e-procurement in the following prescribed pro-forma.

1	Name of the firm, address, Telephone and fax nos.	:	
2	E-mail Address	:	
3	Name of the Contact Person Telephone/Mobile No.	:	
4	Name of the Bank (with full Address)	:	
5	Bank Account No. with IFSC no. (Enclose an unsigned cheque duly cancelled)	:	
6	PAN No.	:	
7	TIN No. / Sales Tax No.	:	
8	Service Tax No.	:	
9	Details of Earnest Money Deposit Name of the Bank Banker's Cheque No. & Date	:	

ANNEXURE – V

PRICE BID

**PROFORMA FOR QUOTING RATES FOR
DLY CARS ON MONTHLY & DAILY BASIS (with AC)**

PART – A MONTHLY BASIS

Sr. No.	Description	Dezire/ Etios/ Aveo/ Amaze
		(Rs.)
1.	Charges per month in Rs. Per month.	
2.	Extra rate per Km (over 2000 kms per month) in Rs. Per Km.	
3.	Extra hours (Per hour) over and above 12 hours duty per day In Rs. Per hour.	
4.	Extra (or less) days (per day) over and above (or less than) 25 days in month (day comprising of 12 hrs.) Rs. Per day.	± _____ / day
5.	Tax Details @ present rate Tax Amount	
6.	Any other charges (With details)	

Notes:

- Bidder has to quote the rate as well as total amount for each individual item above along with Taxes (except sr. no. 6 any other charges). "If a firm quotes Nil charges/ Consideration, the bid shall be treated as unresponsive and will not be considered."
- A month is consisting of 25 days.
- There shall be no minimum mileage per day. Extra hours shall be over and above 12 hours per day and Extra Mileage will be over and above 2000 Kms.
- In case if any vehicle is utilized below 25 days, same shall be adjusted as per Sl. No. 4 of the above table.
- The above rates are required to be inclusive of statutory tax(es) as may be applicable
(Except Service Tax)
- NB: 1. BIDDERS TO QUOTE FOR VEHICLES FOR BOTH MONTHLY AND DAILY BASIS AS GIVEN AT PART-A AND PART-B OF PRICE BID.
2. PART- A AND PART-B WOULD BE EVALUATED SEPARATELY AND THE LOWEST BIDDERS OF THE INDIVIDUAL PART-A AND PART-B WOULD BE AWARDED PURCHASE ORDERS ACCORDINGLY.

Name & Address of the Agency : _____

Name of the Contact Person : _____

Tel/Mobile No. of Contact Person : _____

Date:

Place:

Signature with Seal /Stamp Address of the Tenderer

PART – B DAILY BASIS

Sr. No.	Description	Dezire/ Etios/ Aveo/ Amaze (Rs.)	Ciaz/ Altis/ Honda City (Rs.)	Innova/ Ertiga (Rs.)
1.	Charges per 8 Hours/ 80 KMs.			
2.	Charges per 4 Hours/ 40 KMs.			
3.	Rate / Extra Km			
4.	Rate / Extra Hour			
5.	Tax Details @ present rate Tax Amount			
6.	Any other charges (With details)			
	For Outstation Journeys			
1.	Minimum Billed KM/ Day of Outstation			
2.	Rate/ KM			
3.	Night Stay/ Driver Bhatta			

Notes:

- The above rates are required to be inclusive of statutory tax(es) as may be applicable **(Except Service Tax)**
- NB: 1. BIDDERS TO QUOTE FOR VEHICLES FOR BOTH MONTHLY AND DAILY BASIS AS GIVEN AT PART-A AND PART-B OF PRICE BID.
2. PART- A AND PART-B WOULD BE EVALUATED SEPARATELY AND THE LOWEST BIDDERS OF THE INDIVIDUAL PART-A AND PART-B WOULD BE AWARDED PURCHASE ORDERS ACCORDINGLY.

Name & Address of the Agency : _____

Name of the Contact Person : _____

Tel/Mobile No. of Contact Person : _____

Date:

Place:

Signature with Seal /Stamp Address of the Tenderer

APPENDIX –I

PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp

Act) M/s. PFC Consulting Ltd.

Statesman House, **Barakhamba Road, Connaught Place, New Delhi – 110 001.**

Dear Sir,

In accordance with your Tender Specification NO.....

M/s. having its Registered/Head Office
at..... (hereinafter called the “Bidder”) wish to
participate in the said bid for.....

valid formonths from the date of bid opening is required to be submitted
by the Bidder as a condition precedent for participation in the said bid which amount is liable
to be foreited on the happening of any contingencies mentioned in the Bid Documents.

We, theBank at.....having our Head Office at
..... Guarantee and under to pay immediately on demand by PFC
Consulting Ltd., the amount.....

.....
(in Figures & Words)

without any reservation, protest, demur and recourse. Any such demand made by said
Owner shall be conclusive and binding on us irrespective of any dispute or difference raised
by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto.....
.....If any further extension of this guarantee is required the same shall
be extended to such required period (not exceeding one year) on receiving instructions from
M/s..... on whose behalf the guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on
this..... day of.....20.....at

WITNESS:

(Signature)
Name

(Signature)
Name

Attorney as per Power of Attorney No.

Date.....

(Official Address)

* The amount should be as indicated by the Purchaser.

** This date should be 30 days after the date for which bid is valid.

Note :

i) The non-judicial stamp papers for this bid guarantee should be purchased in the
name of the issuing Bank.

ii) This bank guarantee must be issued by a nationalized Indian Bank/Commercial bank
as indicated in Clause.

APPENDIX –II

LETTER OF ACCEPTANCE

To be furnished on the Tenderer's Letter head

M/s. PFC Consulting Ltd.
Statesman House, **Barakhamba Road, Connaught Place, New Delhi – 110 001**

Subject: ARC for Hiring of Taxis on Monthly & Daily Basis.

Dear Sir,

With reference to your Bid reference No. **08/ ORG/ 2017/ ARC_DLY** dated 17.05.2017 for "ARC for Hiring of Taxis on Monthly & Daily Basis", we hereby confirm that we have read the provisions of the bid documents and further confirm to accept all the terms and conditions contained in the bid documents except those against which we have taken deviation in the respective schedules.

Thanking you.

Yours faithfully,

For and on behalf of.....

Name.....

Designation.....

Common Seal.....

The Logbook shall contain following minimum details:

User Name:.....

Vehicle No.....

Make & Model

[illegible]

Total KMs.....	Total Hrs.....	Extra Day (If any).....	Parking Toll charges.....
----------------	----------------	-------------------------	---------------------------

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Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement „Instruction to Bidders“, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *PFC Consulting Ltd.*, a Government of India Undertaking has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most „secure“ and „user friendly“ software from ElectronicTender[®]. A portal built using ElectronicTender's software is also referred to as ElectronicTender System[®] (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- *Single Stage Two Envelope*

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System[®] (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA.
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading „Free Copy of Tender Documents“. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender by tender close date.
7. Clarification to Tender Documents on ETS
 - Query to *PFC Consulting Ltd.* (Optional)
 - View response to queries posted by *PFC Consulting Ltd.*
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
 - Respond to *PFC Consulting Ltd.* Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (ie Financial-Part)
(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender[®] portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the „Supplier Organization“ link under „Registration“ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under „ETS User-Guidance Center“ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to „Essential Computer Security Settings for Use of ETS“ and „Important Functionality Checks“ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241790
E-mail ID	ets_support@tcil-india.com [Please mark CC: support@electronictender.com]

PFC Consulting Ltd. Ltd. Contact	
Contact Person	Mr. V K Jain, SVP (U # 1) 011-23443705 011-23443710 [between 10:00 hrs to 16:00 hrs on working days]
Telephone/ Mobile	vk_jain@pfcindia.com prakash_shivnani@pfcindia.com Mr. V K Jain, SVP (U # 1) 011-23443705 011-23443710 [between 10:00 hrs to 16:00 hrs on working days]
E-mail ID	vk_jain@pfcindia.com prakash_shivnani@pfcindia.com

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - Technical-Part
 - Financial-Part
- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum
- Submission of General Terms and Conditions (with/ without deviations)
- ☐ Submission of Special Terms and Conditions (with/ without deviations)

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Mr. V K Jain
SVP (Unit # 1)
PFC CONSULTING LIMITED
Seventh Floor, Statesman House, Barakhamba Road,
Connaught Place, New Delhi – 110 001

The envelope shall bear (the project name), the tender number and the words „DO NOT OPEN BEFORE“ (due date & time).

1. *Original copy of the Bid Security (DD/Bank Guarantee) as detailed in tender documents.*
2. *Original copy of the letter of authorization shall be indicated by written power-of-attorney.*
3. *DD/ Bankers cheque in favor of PFC Consulting Ltd. payable at New Delhi against payment of tender fee/ Cost of Tender Documents as detailed in tender documents.*

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter[®] functionality, the contents of both the „ElectronicForms[®]“ and the „Main-Bid“ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a „password“, a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms[®] for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms[®] and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms[®] is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms[®], the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms[®] and the „Main-Bid“, the contents of the ElectronicForms[®] shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, „Pass-Phrase“ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to PFC Consulting Ltd. in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for „Public Online Tender Opening Event (TOE)“. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to PFC Consulting Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE)“, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding „Pass-Phrase“ as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual „Tender Opening Event“ is therefore replaced with this superior and convenient form of „Public Online Tender Opening Event (TOE)“.

ETS has a unique facility of „Online Comparison Chart“ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled „Minutes of Online Tender Opening Event (TOE)“ covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for „Viewing/ Downloading“.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through „ETS User-Guidance Center“ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz „Date and Time of Closure of Procurement of Tender Documents" and „Last Date and Time of Receipt of Bids". Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an „Official Copy of Tender Documents" should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading „Free Copy of Tender Documents". Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to „Annul Previous Submission" from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) „ONLY IF" your „Status pertaining Overall Bid-Submission" is „Complete". For your record, you can generate and save a copy of „Final Submission Receipt". This receipt can be generated from 'Bid-Submission Overview Page' only if the „Status pertaining overall Bid-Submission" is „Complete".

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)