

GOVERNMENT OF INDIA  
PLANNING COMMISSION  
STAFF CAR CELL


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TENDER DOCUMENT

For providing rental CNG- fuel Taxi services  
to the Planning Commission and its attached offices  
at Delhi and NCR  
by reputed Taxi service provider


Date of issue of Tender Document	23.01.2014
Last Date & time for submission of Tender Document	14.02.2014 (1.30 PM)
Date & time for opening of Tender Document:	14.02.2014 ( 3.00 P.M.)
Technical bids	14.02.2014 (3.00PM)
Financial Bids of eligible Bidders	On the same date, after the scores in the technical bid are finalized, in case we have no minor infirmities for at least 3 bidders, if the number of bidders is more than 3 and for all bidders, if the number of bidders are less than or equal to 3. Otherwise, financial bids would be opened on 18.02.2014 at 1.30. P.M., after making due efforts for removal of such minor infirmities.



  
उपसचिव / Guiveena Badhan  
अवर सचिव / Under Secretary  
योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01

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श्री. गुर्वीना बाउल / Guveena Baul  
अवर सचिव / Under Secretary,  
योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01

NoD-26016/11/2013-Gen. III  
Government of India  
Planning Commission

Yojana Bhavan, Sansad Marg,  
New Delhi, the 23<sup>rd</sup> January, 2014

e-TENDER NOTICE

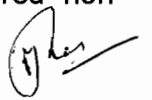
**Subject: e-tender Notice for hiring of DLY Taxi - on-line bids for providing taxi services in the Planning Commission, Yojana Bhawan and Office of Economic Advisory Council to the Prime Minister at Vigyan Bhavan New Delhi.**

Online quotations under the Two bids System i.e., **(Part-I Technical Bid and Part-II Financial Bid)** from reputed, experienced and financially sound Taxi service providers to provide the services of rental CNG-fuel taxis (with commercial number plates) to Planning Commission, office of EAC to PM, Vigyan Bhawan Annexe, Office of Adviser to PM on P III, TPT Chairman etc. at Delhi and NCR. The contract will be initially for a period of 18 (Eighteen) months which may be extended further for a period of another 18(Eighteen) months, on review of performance of the successful bidder, depending upon the requirement and administrative convenience of Planning Commission. The quantum of requirement of vehicles is tentatively 35 on a regular basis which may increase or decrease depending on the requirements of the Commission and its attached offices No manual bids will be accepted under any circumstances. The bidders have to submit bids as per two bid system i.e. Technical and Financial Bids, as provided for in the tender document.


2. The tender document can be downloaded from the website of the Planning Commission i.e. <http://planningcommission.nic.in>

3. The Technical and Financial Bid formats in which the online bids are to be submitted are enclosed. The rates are to be quoted in Indian Rupees. The scanned copy of Earnest Money Deposit (EMD) of Rs.4.80 Lakhs (Rupees Four Lakhs Eighty Thousand only) must be uploaded with the Tender and the EMD in original (in sealed covers super-scribed **"EMD Tender for providing DLY Taxi Service"**) is to be dropped in the 'EMD Box' kept at Reception Area of Yojana Bhavan within the office hours w.e.f. 23.01.2014 ( ) to 14.02.2014(up to 1.30PM).

3. All the required documents in support of the prescribed/declared eligibility criteria are also to be uploaded along with the bid documents. The bidders are advised, in their own interest, to submit the desired papers/documents with their bids as per the specifications indicated in the Proforma attached with this tender notice, failing which their bids may be declared non-responsive. List of such documents is given below.



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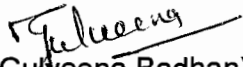
  
Under Secretary / Guveena Baur  
अवर सचिव / Under Secretary  
योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01

4. The last date and time for submission of bids is 14.02.2014 (up to 1.30 PM). Bids, as submitted, shall be opened online at 3.00 PM on 14.02.2014 by the duly constituted Tender Opening Committee. The representative of firms/agencies/companies who wish to be present to view the Tender Opening process would be allowed to do so. The Technical bids shall be evaluated by a Tender Evaluation Committee constituted for the purpose by this office. The Financial bids of only such bidders whose Technical Bids are found to be qualifying, will be opened, on the same date, after the scores in the technical bid are finalized, in case we have no minor infirmities for at least 3 bidders. Otherwise, financial bids would be opened on 18.02.2014 at 1.30. P.M., after making due efforts for removal of such minor infirmities. The bidders, whose financial bids are to be opened, will be informed about the date, time and venue.

5. The Competent Authority in the Planning Commission, reserves the right to cancel the tendering process at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender documents without assigning any reason thereof. No inquiry, after submission of the quotation, shall be entertained. In case of withdrawal of the bid by any bidder at any stage, the EMD will stand forfeited, without any further notice/correspondence.


6. The Terms & Conditions of the tender are duly explained at point B of Content of Tender Document.

7. Complete tender documents may be downloaded from the website of Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) from the date of publication. Information on any issue of corrigendum related to this tender will be available only on website of Central Public Procurement Portal.

  
(Gulveena Badhan)  
Under Secretary to the Govt. of India  
Tel. No. 011-23096766.

Deputy Secretary (C& I) is requested to kindly upload this tender notice on the web site of the Planning Commission.



  
Gulveena Badhan  
अवर सचिव / Under Secretary  
योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01

## A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Planning Commission, situated at Yojana Bhawan, Sansad Marg and its attached offices at EAC, Vigyan Bhawan Annexe and other offices viz. P III, IEO etc. located at New Delhi require the services of reputed well established and financially sound taxi service providers (hereinafter referred to as "Service providers" ) to provide rental commercial taxi services for journeys within Delhi & NCR.
2. The contract shall be valid for a period of 18 (eighteen) months from the date of letter awarding the contract, which can be extended for such period not exceeding 18(eighteen) month as may be decided by the competent authority, after review of performance of the successful bidder.
3. The Technical and Financial Bid formats in which the online bids are to be submitted are enclosed. The rates are to be quoted in Indian Rupees. The scanned copy of Earnest Money Deposit (EMD) of Rs.4.80 Lakhs (Rupees Four Lakhs Eighty Thousand only) must be uploaded with the Tender and the EMD in original (in sealed covers super-scribed "EMD Tender for providing DLY Taxi Service) " is to be dropped in the 'EMD Box' kept at Reception Area of Yojana Bhavan within the office hours w.e.f. 23.01.2014 to 14.02.2014(up to 1.30PM).
4. The bids shall be considered for acceptance, or otherwise, under **Two Bid System**. The interested service providers are advised to submit Technical & Financial bids in two separate sealed envelopes with the lines "**Technical Bid for Providing Taxi services to Planning Commission**" and "**Financial Bid for Providing Taxi Services to Planning Commission**" subscribed on them, **respectively**. Both the sealed envelopes should be kept in a third bigger sealed envelope super scribing "**Tender for Providing Taxi Services to Planning Commission**". **Financial Bids of only those bidders will be opened that would qualify in the Technical Bid as per the procedure mentioned hereinunder.**
5. **Technical Bid of the service providers must necessarily be accompanied with Earnest Money Deposit (EMD) @ 2% of the estimated value of the contract i.e. Rs.4,80,000 (Rupees Four lakhs eighty thousand only), refundable (without interest), in the form of Demand Draft / Pay Order drawn**

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 Gulveena Bachchan / Gulveena Bachchan  
 Under Secretary / Under Secretary,  
 Planning Commission / Planning Commission,  
 भारत सरकार / Govt. of India  
 नई दिल्ली-01 / New Delhi-01

*(Signature)*

in favour of Pay & Accounts Officer, Planning Commission, New Delhi failing which the bid(s) of the concerned firm shall be rejected summarily.

6. The rates of contract awarded would be subject to review on the revision of CNG prices after the award of the Contract. If there is any revision in the price of the CNG, the rate of contract will stand revised by one fourth (1/4<sup>th</sup>) of the percent revision in CNG- fuel price. The revision will take effect from the first day of the following month of the month in which revision takes place. For example, if the CNG price is increased/decreased by 10% on the 27<sup>th</sup> June, the rates of the contract will stand increased/decreased by 2.5% with effect from the following 1<sup>st</sup> July.
7. The successful bidders will have to deposit Performance Security Deposit @ 5% of total tender value of Rs.2.40 crore @ 5% of the total estimated contract value i.e. of Rs.12,00,000 (Rupees twelve lakh only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the Pay & Accounts Officer, Planning Commission, New Delhi, covering the period of contract. The performance security should remain valid for a period of ninety days beyond the date of cessation of the contract for initial one year and completion of all contractual obligations of the bidder including warranty obligations. In case the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful bidder.
8. **Conditional bids shall not be considered and will be outrightly rejected.**
9. All entries in the bids should be legible and filled in clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or defacing is permitted in the Financial Bid Form. In no case should there be any change in the format of any of the bids. In such cases, the bids submitted shall be summarily rejected.**
10. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of

the certificate of registration of firm should also be enclosed along with the tender alongwith the name of authorized partner/authorized official to interact with Planning Commission.

11. Each page of the tender document as well as annexures should be signed by the bidder or by the authorized signatory with seal of the service provider.
12. The Technical bid shall be opened on the scheduled date and time (At 3.00 P.M. on 14.02.2014), in the Room No. 311 of Yojana Bhawan, Planning Commission, New Delhi- 110001 in the presence of the representatives, if any, who wish to be present at the time of opening the tender.
13. The financial bids of only those bidders will be opened who qualify in the technical bid stage. If the financial bids cannot be opened on the same day, then the scheduled time and venue for opening the financial bids will be communicated to only those bidding agencies/firms who qualify in the technical bid process, as per the procedure as given herein.
14. The bidding firm has to give a self-attested certificate that it has not been blacklisted by any Central Government/Department/PSUs/Banks etc. If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc., then the earnest money will be forfeited and no excuse whatsoever will be entertained in support of any such action on the part of the bidder.
15. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, its EMD will be forfeited.
16. If, after the award of the contract, the successful bidder (L1) fails to provide required number of vehicles/taxis, the contract is liable to be cancelled alongwith forfeiture of performance security and other consequential penal actions such as blacklisting as deemed appropriate.
17. L1 will be decided on the basis of weightage of percentage as given in the Financial bid.



**B. TERMS AND CONDITIONS**

1. The contract shall be valid for a period of 18 (Eighteen) months from the date of letter awarding the contract, which can be further extended for such period as may be decided by the competent authority, but not more than 18 (Eighteen) months after review of performance of the firm.
  
2. The contract can be short closed on account of unsatisfactory services on due review of the performance by the Competent Authority in Planning Commission. The unsatisfactory service shall mean and include non-compliance and non-fulfillment of any of the contractual obligations by the service provider and/or poor performance and violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/shortcoming brought to its notice in writing by Incharge, Staff Car Cell, Planning Commission. This provision may be attracted even when the successful bidder or any driver under his employment or engaged by him is engaged in any unlawful activity as proven in any court of law or is accused by the police authorities to have been involved in any such activity.
  
3. By virtue of this agreement, no relationship will be created between the drivers provided by the service provider and Commission. It will be the sole responsibility of the service provider to pay salary and other perks to its drivers and no complaints by any of its drivers in this regard will be entertained by the Commission. If any such driver creates any nuisance which makes him unworthy of trust of this office in the opinion of the competent authority in this office, the service providers may be requested to withdraw that driver from this office. However, for any particular day of duty by any such driver as provided by the successful bidder(service provider), payment of overtime allowance at the rate applicable to the drivers under





the employ of the Government would be the responsibility of the Planning Commission, as explained herein.

4. The agreement can be terminated earlier by giving one month's written notice on Planning Commission side and three months notice on the side of Service Provider without assigning any reason and the decision of the Competent Authority shall be binding on the service provider. No claims for compensation of loss/revenues due to such decision shall be entertained.
5. All the vehicles to be provided by the successful bidder should be of **2011 make** or newer and should be mechanically sound and should have decent interiors with other necessary accessories;
6. The quoted rates will be all inclusive and no other charges will be paid extra except for the parking charge/toll road charges paid for official duty on production of original parking/toll coupons and the applicable service tax. However, the quoted rates of the successful bidder would be increased as per the formula for in para 6 of the Section A of this document (Scope of work and General Instruction for Bidders) and also when there would be any increase in the minimum wages as notified by the Government of NCT of Delhi, to the extent the minimum wages are hiked..
7. No night charges will be payable.
8. The services shall be provided on 24x7 basis.
9. The mileage for the purpose of "vehicle run" and "hours of duty" shall be reckoned from Yojana Bhawan/ place of duty (if assigned on the previous day or if there is a standing order as regards the place of duty.) .
10. No mileage will be allowed to drivers for lunch/breakfast or for filling of fuel in the vehicle.

11. The average running of vehicles may at times exceed the prescribed limit of kilometers in a day/month. However, the number of kilometers of a vehicle for a vehicle hired on a monthly basis will be calculated only on the monthly basis (i.e., by comparing it with the monthly ceiling as given in this document). For the vehicles that would be hired on daily basis, the ceiling would be 70 kilometers beyond which extra charges per kilometer would be paid.
12. The firm will ensure that the fuel tank of vehicle provided is fully filled up before sending the vehicle for duty.
13. The firm will ensure that all drivers have live mobile phone connections so that they can be contacted whenever required.
14. The driver provided by the firm should be well mannered, courteous and polite to officers, especially with whom he is attached for duty at any point of time. He should be well acquainted with the entire NCR area, punctual, with name badge, with valid driving license; he should also have neat and clean uniform. The driver should not smoke or drink while on duty and should not play cards, etc. during idle time.
15. Out of the vehicles supplied by the firm to **Planning Commission, at least five vehicles should be having all necessary permits to run in NCR area i.e. NOIDA, Ghaziabad, Faridabad and Gurgaon, etc.** A detailed map book of NCR area should be kept in every car.
16. **The service provider should maintain the vehicles provided to this department in mechanically sound position and strictly in accordance with the owner's manual issued by the manufacturer of the vehicle so that safety and security issue ensured for all time. This office reserves the right to ask for documentary evidence in this regard and, if so demanded, the servicing/maintenance would be judged as per owner's manual. In case there is any point of debate on any technical issue in this matter, this office may get the vehicle checked for compliance at the workshop of the National Airport Authority of India for which the cost would be born by this office, if necessary.**

17. During the periodical maintenance of any vehicle, contractor/service provider shall provide a standby vehicle of same make & year. The same holds in case a driver is on leave/ absent from duty for some reason or other.

18. Each of the vehicles thus hired shall always carry first aid box and mandatory spares, viz toilet kit, fuses, spark plugs, belts, fire extinguisher, torch, umbrella, etc.

19(a). The contractor/service provider shall be responsible for complying with obligations under Income Tax, ESI, PF, Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Labour Laws, etc., and damages to the third party arising out of accidents, etc., caused by any of the vehicles thus hired from the service provider. Further, the firm shall also be responsible for timely payment of wages, etc., directly to the drivers as per prevailing rate under the extant provisions of Act/Order of the NCT of Delhi in force. If any dispute arises between the firm and his driver in the matter of wages or their service condition, the same will be settled amicably between the contractor and the drivers engaged by themselves. This department will not be a party to any dispute in any case. However, this department may require the contractor to produce the documentary evidence that he/his firm has complied with the relevant provisions of all the relevant statutory Acts/Rules, which is in force on the date of award of this contract.

19(b). That the contractor/service provider would be responsible for complying with all statutory/legal obligations is a contractual obligation on the part of the contractor/service provider and if any breach of the same comes to the notice of this department, then the contract may be terminated by this office on that ground alone by giving notice for a suitable period.

20.(a) The successful bidder would be responsible for paying remuneration to the Drivers of the vehicles hired from them as per the Govt. of NCT of Delhi' notifications under the Minimum Wages Act, as issued from time to time. The

latest such notification as issued by the Government of the NCT of Delhi is enclosed for ready reference. Drivers are to be treated in the category of "Skilled" employment, as in the broader category of all scheduled employments except employment 'in Shops and Establishments' and employment in 'Clubs'. This means that, as per the enclosed notification, the drivers would be entitled to Rs.9, 802.00 per month for vehicles engaged on monthly basis and to Rs.377.00 per day for vehicles engaged on daily/requirement basis. In case of any increase in this minimum wage by the Govt. of the NCT of Delhi, the difference (i.e., the actual amount of hike) may be claimed from this office by billing the same separately. However, the service provider would have to pass on this amount immediately to the drivers, on a regular and monthly basis.

20.(b) . The drivers would also be paid over time allowances as per the prescribed rates for drivers under the employ of the Central Government, as per the provisions of the Rules governing the same, for such overtime duties rendered to this Office by the drivers. On receiving the bills for the usage of vehicles and the names of drivers for the corresponding vehicles, the OTA admissible to them would be calculated by this office and the same would be paid to the service provider with details for every driver. Once they receive the same, it would have to be reimbursed to the drivers immediately, on monthly basis.

20(c). If, in receiving and passing on any such amount, as required under paras 20.(a) and 20.(b), the service provider is to pay some service tax or any other tax to any Government authority, the same may be claimed by them from the Planning Commission as reimbursement, if that is not expressly prohibited under the relevant acts/rules.

21. This department may, at any given point of time, after giving a reasonable time to the firm, ask for production of the documentary evidence relating to fulfilling the relevant provisions of the statutory Acts/rules, which are in force on the date of award of this contract in respect of the drivers provided by the firm with a view to scrutinisation of these information with the provisions

of relevant Acts/Rules etc. They may be asked also to produce requisite documentary evidence for payments to be made under paras 19(a) and 19(b) above, as and when so demanded by this office. In case these documents are not produced within the stipulated time period, it would be deemed that the firm has no such documentary evidence to produce and action would be taken as per Para 18 (b) above.

22. The contractor/service provider shall be responsible for all litigation arising out of the non-payment of road tax, service tax, etc., and other dues to the appropriate authority and also for the payment of compensation to drivers and any other involved parties in the event of death/injuries/damages arising out of accidents and due to various other causes etc.

23. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract.


24. Bills for supply of vehicle for any month along with duty slips and log books duly signed by the users shall be submitted by the first week of the following month to Incharge of Staff Car Cell, Planning Commission for payment of bills.

25. In case any officer so desires, the firm shall provide roof carrier on any such car detailed with the concerned officer for duty.

26. In case of dispute of any kind, the firm shall abide by the decision of the Competent Authority, Planning Commission. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act, 1996. Further, any controversy or dispute arising out of this contract shall be referred to the sole arbitration of Adviser (Adm) or any Joint Secretary level officer of the Planning Commission, New Delhi or to any officer nominated by him/her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer, as an employee of the Planning Commission, New Delhi, might have dealt

with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred to earlier is transferred or vacates his office or is unable to act for any reasons, the Joint Secretary level officer dealing with General Administration in this department shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the Adviser (Admn.) shall act as arbitrator. The decision of the Adviser (Admn.) or the officer nominated by him shall be final and binding on the party/parties. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi. The limitation for filing claim for arbitration is 180 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim. The place of settlement of disputes shall be Delhi. For the purpose of settlement of disputes in the Court of Law, it will be under the jurisdiction of the Courts in Delhi.

27. The service provider shall be responsible for keeping the vehicles duly insured in compliance of the provisions of Motor Vehicle Act. The service provider shall also be responsible for getting the Pollution Under Control(PUC) Certificate for every vehicle hired by Planning Commission.
28. The service provider shall also be responsible for compliance of the legal provision in respect of the vehicle and shall **indemnify** the department for any loss on the account.
29. The vehicles will have to be fitted /provided with the following mandatory additional accessories/utilities.
1. Clean seat covers
  2. Quality radio music system
  3. Reading lamp
  4. Tissue paper box



5. Car perfume
  6. Mobile charger
  7. Seat Belts (Front/ Rear)
  8. Umbrella during Monsoon.
30. Firms should have sufficient number of drivers having the experience of driving in Delhi and in NCR. The firm shall provide complete particulars of the drivers and copy of the registration certificate (RC) of the vehicles provided.
31. A declaration on the printed letter-head of the firm, stating inter-alia that the drivers provided are of good character, duly verified by Delhi Police from security angle and have a valid driving license and are well conversant with the roads of Delhi and NCR should be provided to the Incharge, Staff Car Cell of the Planning Commission.
32. The firm should have an adequate number of telephone connections so that they can be contacted round the clock and the numbers of the same may be given to Incharge, Staff Car Cell in Planning Commission.
33. The firm should have a provision to take bookings 24 x 7.
34. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as per government instructions and the log book shall be submitted to the concerned officer in Planning Commission regularly for scrutiny.
35. The successful firms/agency shall not deploy any of the taxis provided/attached to the Commission or its attached offices in Delhi for any commercial purpose after duty hours or on holidays.
36. The agency shall ensure that the odometer of car supplied is properly sealed so that no tampering is done with a view to inflate distance traveled. In this regard, they should obtain and produce at the time of



verification of log book, a certificate from the competent Motor Vehicle Authority.

37. The authorized officer of this Commission may conduct a surprise checking of odometer of the car supplied from any workshop and cost thereof will be borne by the agency.
38. The number of vehicles under its ownership that the successful bidder would declare as intending to provided on rent to Planning Commission in the technical bid would be considered as a contractual obligation on the part of the successful bidder and any violation of that would be considered as an offence under the Penalty Clause (SI.No.8 being applicable for every such vehicle not under its ownership being provided on rent for service for every single day).



Shri. Swarna Baid  
Joint Secretary  
Joint Secretary, Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01



### C. PENALTY CLAUSE

Penalty will be levied, for the violation of terms & conditions of the contract in the following manner: **(Amount in Rs.)**

Sl. No	Violations	Penal Amount per month per car			Amount deducted per day per car	Remarks
		First Instance	Second Instance	Third Instance		
1.	Non functioning of AC in a Car	-----	-----	-----	500/-	----
2.	Failure to provide alternative arrangement within one hour of vehicle breakdown	500/-	1000/-	2000/-	-----	Rental charges for the day will also not be paid
3.	Tempering of meters of vehicle	1000/-	2000/-	3000/-	-----	Competent authority has the discretion to terminate the contract alongwith forfeiture of performance security / blacklisting of firm
4.	Irregularities such as overwriting, forged entries etc. in the log book ( to be maintained in prescribed format)	1000/-	2000/-	3000/-	-----	--do--





5.	Usage of attached for private /Commercial purpose in contravention terms & condition.	5000/-	---	----	----	For each such contravention
6.	Changes of driver without prior intimation of Planning Commission & officers to whom vehicle is attached.	500/-	----	----	----	On each occasion
7.	Delay ( more than 30 minutes) in reporting for duty by driver/vehicle	500/-	1000/-	2000/-	----	Rental charges for the day will also not be paid
8.	Non-compliance of any other terms & conditions	1,500/-	2000/-	3000/-	----	For each violation per vehicle



\* \* \*



Deena Baid  
 Joint Secretary  
 योजना आयोग / Planning Commission  
 भारत सरकार / Govt. of India  
 नई दिल्ली-01 / New Delhi-01

#### **D. TECHNICAL BID QUALIFICATION CRITERIA**

The bidding Agency/firm must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section D, E1 and E2.

- A. The Office of the service provider/bidder should be located either in Delhi/New Delhi and the proof of address of the office in Delhi/New Delhi would have to be furnished.
- B. In case of partnership firms, **a copy of the partnership agreement**, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- C. The service providers must have **a minimum of three years of experience** in supplying hired taxi services to Government Departments /Public Sector Companies/Banks /Central and State Government Departments. **Proof of at least one contract relating to supplying of taxi services to Central Government/State Governments/ PSUs/Bank/ in the last three years along with attested copies of the supply order should be enclosed.**
- D. The service providers should have had a minimum annual turnover (billing amount) of **Rs. 40 Lakhs each year during last three financial years i.e. 2010-11, 2011-12 and 2012-13. A copy of turnover statement duly certified by a Chartered Accountant must be enclosed with the tender document and copy of Income Tax return for the last three years, i.e 2010-11, 2011-12, 2012-13 should be submitted.**
- E. The service providers should have its own Bank Account. **Certified copy of the account maintained for the last two years issued by the Bank, shall be enclosed.**

- F. Self attested copy of the PAN card of the bidding firms shall be attached with the Bid document.
- G. The service providers agency ( not individual) should be **registered with Service Tax departments**. Certified copy of the registration shall be attached with the Bid document.
- H. Self Certificates that the firm has not been blacklisted by any Central Government Departments/Ministrie/PSUs/Banks, etc. should be enclosed.
- I. The vehicles supplied to Planning Commission should be **only CNG fuel driven and a self-attested certificate would have to be provided in this regard.**



\* \*



Secretary  
Joint Secretary,  
योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01

### **E-1. PROFORMA FOR TECHNICAL BID (Qualifying Criteria)**

	<b><u>Criteria</u></b>	
1	Name of Agency	
2	Nature of the concern : (i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization)	
3	Full Address of Reg. Office Telephone No. FAX No. E-Mail Address	
4	Full address of Operating/ Branch Office in Delhi Telephone No. : FAX No. E-Mail Address	
5	Banker of Agency with full address(Attach Bankers certificate of account maintenance for the last three years) Telephone Number of Banker	
6	Registration No. of the Agency /firm	Attach attested copy of the Registration
7	PAN No	Attach attested copy of the Registration
8	Service Tax Registration No.	Attach attested copy of the Registration
9	Service tax paid during <b><u>financial year 2010-11, 2011-12 &amp; 2012-13.</u></b>	Attach Statement of tax details
10	Financial turnover and I.T returns of the Agency for <b><u>financial year 2010-11, 2011-12 &amp; 2012-13.</u></b>	Attach financial statement certified by the CA and copy of I.T returns
11	Number of Vehicles registered with the agency.	Attach list of vehicles with the RC number and date.



12	Details of major contracts handled in last two years	Attach as per format at F
13	Certificate of satisfactory performance from the organization to whom the service was provided.	Attach attested copies of the appreciation letters from the organizations to whom service has been provided.
14.	Certificate- Not blacklisted etc.	Attach Certificate

Signature of authorized person

Date:  
Place:

Name :  
Seal :

### DECLARATION

- I, Son/Daughter/Wife of Shri \_\_\_\_\_ Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;
- I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
- The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- I hereby undertake to work at L1 rates alongwith as per the terms and conditions given in the tender documents.

Signature of authorized person

Date:  
Place:

Full Name




22  
Sveena Baidya  
Under Secretary  
राज्य योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01

## E-2. PROFORMA FOR TECHNICAL BID

Experience of the firm	weightage
Number of years the firm is in existence	0.10
Total no. of Govt./Semi Govt./Autonomous/PSUs with whom the firm is engaged in contract for providing the service, in last 3 years [ The details should be given as per the format given as Annexure to E.2]	0.40
Percentage of vehicles out of the total requirement of 30 that would be owned by the firm/owner/partners of the firm	0.50

**Illustration:-** If the number of years the firm is in existence is x, if the total no. of Government Organizations that are the clients is y and if the number of vehicles out of the requirement of 30 that would be owned by the firm/owner/partners is 25, then the weightage sum from E2 would come to  $0.10x+0.40y+0.50[25/30 \times 100]$

A firm would have to qualify by satisfying all the criteria in E1 and the scores in E2 would be calculated only for those firms that qualify thus, satisfying all the criteria as given in E1. The scores of such bidder as per the evaluation of E2 will now be ranked and the first three firms having the highest scores in the evaluation as per E2 format would be considered for further ranking as per the Financial Bid. The Technical Bid is so designed as to ensure that the financial bids of only the most credible and experienced firms are considered and the scores of the Technical Bid would not be considered for choosing L1 firm ranked as such on the basis of the financial bid. In other words, once the three (3) bidders are chosen through the process of technical bid, they would be ranked as L1, L2 and L3 only on the basis of the financial bid (their scores in the same).

As regards the number of years the firm is in existence, documentary evidence is required.

As regards percentage of vehicles out of total requirement of 30 that would be owned by the firm/owner/partners of the firm, the declared percentage would be treated as a condition of the contract agreement to be signed between this department and the successful bidder.



**Annexure to E.-2.**

Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Firms handled by the tendering Agency for providing hiring of taxi services during the last three years in the following format (attested copies of the last three years' work award may be enclosed):

S. No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. Lakh per year)	Duration of Contract	
			From	To
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)



Dr. Indreena Badiou  
Under Secretary  
योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01



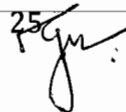
## F. PROFORMA FOR FINANCIAL BID

### SCHEDULE : Delhi / New Delhi/ NCR area

Rates (including all taxes and levies except service tax, parking and toll charges) of taxis on monthly basis:

Sl. No	Make	Weightage	Minimum hiring of 2100 kms (In Rs per month)- Minimum monthly rate.	Weighted monthly rate (=Col 3 x Col.4)
1	2	3	4	5
a.	Tata Indigo (Non-AC) (Around 6 vehicles)	0.20		
b	D'zire (AC)/Toyota Etios(AC) (Around 20 vehicles)	0.65		
c	SX 4(AC)/Honda City(AC) /Toyota Innova (AC) (Around 4 vehicles)	0.15		
<b>Weighted sum(for Financial Bid)</b>				

1. The criteria for evaluating the lowest bidder will be the weighted sum of column 5(a),5(b) and 5(c).
2. The extra per kilometer rate beyond the minimum monthly prescribed rate will be arrived on the pro-rata basis , which will be arrived by dividing the quoted rate in column 4 by 2100 Km. for the successful bidder.
3. If some vehicles are hired on daily basis, the applicable rate will be respective rate quoted in column 4 divided by 30 for the vehicle hired for 70 kms. in a day (upto 24 hrs.) and the driver would be paid over time allowance by this office.
4. It may please be noted by all concerned that, for the purpose of this Tendering process, this office has consciously avoided specifying any number of minimum/maximum hours of vehicle usage since the vehicles are being hired on 24X 7 basis, the drivers would be paid the over time allowances admissible to them by this office and as per the extra kilometer of journey by the vehicles beyond 2100 Kms. in a month, payment would be made on pro-rata basis.





**G. Terms of payment:**

1. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
2. The service provider shall submit the bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
3. All payments shall be made by ECS/ cheque only.
4. Office of the Planning Commission shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.
5. The term 'payment' mentioned in this para includes all types of payment due to the service provider arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
6. Wherever applicable all payments will be made as per schedule of as per contract.



Joint Director  
Under Secretary  
राज्य योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01

**GOVERNMENT OF NCT OF DELHI  
(LABOUR DEPARTMENT)  
5, SHAM NATH MARG, DELHI-54**

F.No.12 (142)/02/MW/VII/3124

Dated 03/10/2015

**ORDER**

1. Whereas the Government of National Capital Territory of Delhi, had last revised the minimum rates of wages in Scheduled Employments under the Minimum Wages Act, 1948 in the National Capital Territory of Delhi vide notification No. 12(142)/11/MW/Lab/2023-47 dated 26.07.2011.

2. And whereas, in the abovementioned notification it was stipulated that the Dearness Allowance will be payable on the basis of six monthly average index numbers of January to June and July to December, on 1<sup>st</sup> April and 1<sup>st</sup> October respectively.

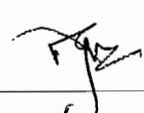
3. And whereas, now, the Government of National Capital Territory of Delhi after adjustment of the average Consumer Price Index Number of the period from January 2013 to June 2013 which is 225.50, an increase of 9.67 points, hereby declares the following Dearness Allowance, which shall be payable for all categories w.e.f 01.10.2013. The rates after including additional D.A. are as follows.

4. The following rates are applicable in respect of unskilled, semiskilled and skilled categories in all scheduled employments except employment in 'Shops and Establishments' and employment in 'Clubs'.

Category	Rates as on 01.04.2013	Dearness Allowances (pm) w.e.f. 01.10.2013	Rates from (Rupees) 01.10.2013	
	(Rupees)		(Rupees)	Per- Month
Un-skilled	7722.00	364.00	8086.00	311.00
Semi-Skilled	8528.00	390.00	8918.00	343.00
Skilled	9386.00	416.00	9802.00	377.00

5. The following rates are applicable in respect of Clerical and Non-Technical Supervisory Staff in all Scheduled employments.

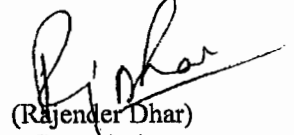
Category	Rates as on 01.04.2013	Dearness Allowances w.e.f. 01.10.2013	Rates from (Rupees) 01.10.2013	
	(Rupees)		(Rupees)	Per- Month
Non matriculates	8528.00	390.00	8918.00	343.00
Matriculates but not Graduates	9386.00	416.00	9802.00	377.00
Graduates and above	10218.00	468.00	10686.00	411.00

  
 Joint Secretary  
 Planning Commission  
 Govt. of India  
 New Delhi

6. The following rates are applicable in respect of unskilled, semiskilled and skilled categories in (i) Employment in Shops and Establishments (ii) Employment in Clubs, which are as follows.

Category	Rates as on 01.04.2013	Dearness Allowances (pm) w.e.f. 01.10.2013	Rates from (Rupees) 01.10.2013	
	(Rupees)		(Rupees)	Per- Month
Un-skilled	(i) 7722.00 (ii) 7566.00 (iii) 6864.00 (iv) 6760.00	364.00	(i) 8086.00 (ii) 7930.00 (iii) 7228.00 (iv) 7124.00	(i) 311.00 (ii) 305.00 (iii) 278.00 (iv) 274.00
Semi-Skilled	(i) 8528.00 (ii) 8372.00 (iii) 7566.00 (iv) 7462.00	390.00	(i) 8918.00 (ii) 8762.00 (iii) 7956.00 (iv) 7852.00	(i) 343.00 (ii) 337.00 (iii) 306.00 (iv) 302.00
Skilled	(i) 9386.00 (ii) 9204.00 (iii) 8346.00 (iv) 8216.00	416.00	(i) 9802.00 (ii) 9620.00 (iii) 8762.00 (iv) 8632.00	(i) 377.00 (ii) 370.00 (iii) 337.00 (iv) 332.00

(i) Where neither meals nor lodging is provided (ii) Where only lodging is provided (iii) where only meals twice a day is provided (iv) Where both meals and lodging are provided.

  
(Rajender Dhar)

Addl. Labour Commissioner

NB: Case of tampering with the order have come to our notice. Employers/Workers may confirm from Website of Labour Department-labour.delhigovt.nic.in.

Copy forwarded to:-

1. Secretary of Govt. of India, Ministry of Labour, Shram Shakti Bhawan, Rafi Marg, New Delhi.
2. Principal Secretary to the Lt. Governor, Govt. of NCT of Delhi.
3. Principal Secretary to the Speaker, Delhi Vidhan Sabha Delhi.
4. Principal Secretary to the Chief Minister, Government of Delhi.
5. Secretary to Minister of Finance, Planning, Urban Development and Land and Building, Government of Delhi.
6. Secretary to Minister of Education, Transport, Gurudwara Election and Administration, Govt. of Delhi.
7. Secretary to Minister of Development, Revenue, PWD, Irrigation and Flood and Welfare of SC and ST, Govt. of Delhi.
8. Secretary to Minister of Social Welfare, Labour, Employment, Law Justice and Legislative Affairs and Election, Govt. of Delhi.
9. Secretary to Minister of Health, Women and Child Development and Languages, Govt. of Delhi
10. Secretary to Minister of Food Supplies and Industries, Govt. of Delhi







11. Heads of all Departments, Govt. of NCT of Delhi
12. Chief Labour Commissioner ©, Shram Shakti Bhawan, Rafi Marg, New Delhi
13. Secretary (Labour) of Haryana, Punjab, Himachal Pradesh, Uttar Pradesh, Jammu & Kashmir, Rajasthan and U.T.Chandigarh.
14. General Secretary of Delhi State, BMS, INTUC, CITU, AITUC, H.M.S.
15. Secretary General of CII, FICCI, PHDCCI, ASSOCHAM with the request to circulate copies of this order to the local Employers Organisations with the directions and the revised minimum rates be paid to the workmen employed in their establishment. Copies of such circulars may kindly be endorsed to this office.
16. District DLC's
17. Dy. Secretary (Finance), Govt. of NCT of Delhi with the request to issue the necessary directions for workers employed in the offices of the Government of Delhi
18. Regional Labour Commissioner ©, 4<sup>th</sup> Floor, Jiwan Deep Building, Parliament Street, New Delhi
19. Deputy Director, Minimum Wages Cell, Ministry of Labour, Shram Shakti Bhawan, New Delhi
20. Joint Director, Labour Bureau, SCO 28-31, Sec 17 A, Chandigarh 160017.
21. AD (Planning & Statistics): Labour Department, Government of Delhi, for publication on the web-site of the Department in the Labour Statistics.
22. Assistant Labour Commissioner (Shramik Helpline).
23. Librarian, Office of the Labour Commissioner, Delhi.
24. Delhi Printer Association and Delhi Hindustani Mercantile Association with the request to publish minimum wages rates in their Magazines.
25. Guard File



(Rajender Dhar)

Addl. Labour Commissioner



Joint Director,  
Labour Bureau,  
SCO 28-31, Sec 17 A,  
Chandigarh 160017.  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01

## **Instructions for Online Bid Submission**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

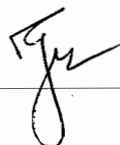
- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.



- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.



- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.



- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to – cppo-nic@nic.in.



\*\*\*\*\*

Neena Baid  
Under Secretary  
राज्य आयोग / Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली-01 / New Delhi-01