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16/2/2016
(अविन,
(AWINASH)
अवर सचिव/U.
मिति आयोग/Nati
for Transforming
भारत सरकार/G.
नई दिल्ली/New Delhi

Sansad Marg,
New Delhi, the 18 February, 2016

e-TENDER NOTICE

Subject: e-tender Notice for hiring of DLY Taxi - on-line bids for providing taxi services in the NITI Aayog, Sansad Marg, 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 NITI Aayog, Sansad Marg, at New 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 NITI Aayog. The quantum of requirement of vehicles is tentatively 25 on a regular basis which may increase or decrease depending on the requirements of this Department. 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 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. 3.20 Lakhs (Rupees three lakh twenty 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 NITI Aayog within the office hours w.e.f. 16.02.2016 to 08.03.2016(up to 2.00PM).

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.

4. The last date and time for submission of bids is 08.03.2016 (up to 2.00 PM). Bids, as submitted, shall be opened online at 3.00 PM on 08.03.2016 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. The bidders, whose financial bids are to be opened, will be informed about the date, time and venue.

Contd.

16/2/2016
(अविनाश चन्द्र)
(AWINASH CHANDRA)
उपर सचिव/Under Secretary
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

5. The Competent Authority in the NITI Aayog, 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.

16/2/2016

(Awinash Chandra)

Under Secretary to the Govt. of India
Tel. No. 011-23096733.

(अविनाश चन्द्र)
AWINASH CHANDRA
Under Secretary
National Institution
for Public Procurement
Govt. of India
New Delhi

A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. NITI Aayog, situated at Sansad Marg, 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 bidders have to submit their technical and financial bids as per the proforma given alongwith the tender documents. The rates are to be quoted in Indian Rupees. The scanned copy of the financial instrument signifying the payment of the Earnest Money Deposit (EMD) of Rs.3,20,000/- (Rupees three lakh twenty thousand only) must be uploaded with the bids and the EMD in original (in sealed cover super-scribed with the words: "EMD - Tender for providing DLY Taxi is to be dropped in the "EMD Box" kept at Reception Area of NITI Aayog during the office hours w.e.f. 16.02.2016 upto 08.03.2016(2.00 PM). The EMD shall not carry any interest.
4. 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 (1/4th) 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 27th June, the rates of the contract will stand increased/decreased by 2.5% with effect from the following 1st July.
5. The successful bidders will have to deposit Performance Security Deposit @ 8% of the total value of the contract in the form of Fixed Deposit Receipt (FDR) made in the name of the Agency **and hypothecated to the Pay & Accounts Officer, NITI Aayog, 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 and half 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.

(ओम नरेश चन्द्र)
(AMIN KISHOR CHANDRA)
ज्येष्ठ सहायक निदेशक/Deputy Secretary
निति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

6. **Conditional bids shall not be considered and will be out rightly rejected.**
7. 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. However, the cuttings, if any, in the Technical Bid Application must be attested by the person authorized to sign the tender bids.**
8. 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 NITI Aayog.
9. 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.
10. The Technical bid shall be opened on the scheduled date and time (At 3.00 P.M. on 08.03.2016), in the Room No. 411 of , NITI Aayog, New Delhi- 110001 in the presence of the representatives, if any, who wish to be present at the time of opening the tender.
11. 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.
12. 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.
13. 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.
14. 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.

15. The lowest (L1) bidder will be decided on the basis of weightage of percentage as given in the Financial bid form.

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 NITI Aayog. 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, NITI Aayog. 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 NITI Aayog. 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 this Department. 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 NITI Aayog, as explained herein.

4. The agreement can be terminated earlier by giving one month's written notice on NITI Aayog 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 **2015 make** or newer run on CNG fuel and should be owned by the contractor/agency and mechanically sound and should have decent interiors with other necessary accessories as defined in the contract.
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.
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 NITI Aayog/ 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 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 NITI Aayog, at least one vehicle in each category 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. In case this office intend to hire more NCR pliable vehicles, the applicable charges/entry taxes on monthly/quarterly basis shall be bone by NITI Aayog.
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 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 them. This department will not be a party to any dispute in any case.

20. 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.

21. 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.

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.


(अमित कुमार चन्द्र)
(AMIT KUMAR CHANDRA)
सचिव/Secretary
राष्ट्रीय संस्थान/ National Institution
for Transforming India (NITI)
मंत्रालय सरकार/ Govt. of India
नई दिल्ली/ New Delhi

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, NITI Aayog 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, NITI Aayog. 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 NITI Aayog, 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 NITI Aayog, 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 NITI Aayog.

16/2/2016
SH CHANDRA
Joint Secretary
for International Relations
NITI Aayog
New Delhi

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 NITI Aayog.
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 NITI Aayog.
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 NITI Aayog regularly for scrutiny.

35. The successful firms/agency shall not deploy any of the taxis provided/attached to the NITI Aayog 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 Department 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 NITI Aayog 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 (Sl.No.8 being applicable for every such vehicle not under its ownership being provided on rent for service for every single day).
39. The driver and vehicle provided to this department by the firm should not be changed without prior permission.

(अतिरिक्त सचिव)
 (AWINADRA) (AWINADRA)
 सचिव, वाहन विभाग (Secretary
 नीति आयोग, National Institution
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 नई दिल्ली/New Delhi

16/2/2016
 (अतिरिक्त सचिव)
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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 NITI Aayog & 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

* * *

(3-7)
 (AWIN)
 अवर सचिव
 नीति आयोग
 for Transport
 भारत सरकार
 नई दिल्ली
 16/2/2016

(AV)
 अवर सचिव
 नीति आयोग
 for Transport
 भारत सरकार
 नई दिल्ली
 New Delhi

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 & E.

- 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. 2012-13, 2013-14 and 2014-15. 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 2012-13, 2013-14, 2014-15 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/Ministries/PSUs/Banks, etc. should be enclosed.
- I. The vehicles supplied to NITI Aayog should be **only CNG fuel driven and owned by the contractor/firm with commercial number plates and a self-attested certificate would have to be provided in this regard.**


* * *

(अभिनाश चान्दा)
(AWIN/SH CHANDBA)
अवर सचिव/Under Secretary
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi
16/3/2016

E. 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)


 16/2/2016
 (अभिनाश चानू) / ANASH CHANU
 सचिव / Under Secy
 योग / National In
 nsforming India
 सरकार / Govt. of
 दिल्ली / New Delhi

F. PROFORMA FOR TECHNICAL BID

	<u>Criteria</u>	
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 <u>financial year 2012-13, 2013-14 &, 2014-15.</u>	Attach Statement of tax details
10	Financial turnover and I.T returns of the Agency for <u>financial year 2012-13, 2013-14 & 2014-15.</u>	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

1. 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;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. 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.
4. 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

(अविनाश) 2016
(AWINASH CHAI)
अविनाश / Under Se
आयोग / National In
Transforming India
सरकार / Govt. of
दिल्ली / New Delhi

G. 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:

Category	Make	Weightage	Minimum hiring of 2100 kms (In Rs per month)- i.e. Minimum monthly rate per vehicle.	Weighted monthly rate (=Col 3 x Col.4)
1	2	3	4	5
I	Maruti Swift /Tata Indigo (Non-AC) (Around 5 vehicles)	0.20		
II	Maruti Dzire (AC)/Toyota Etios(AC)/Honda Amaze(AC) (Around 05 vehicles)	0.15		
III	Honda City(AC) Maruti Ciaz(AC)/Hyundai Verna (AC) (Around 15 vehicles)	0.65		
IV	Toyota Innova	0		0
Weighted sum(for Financial Bid)				

1. The criteria for evaluating the lowest bidder will be the weighted sum of column 5(I),5(II) and 5(III).

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.

5. If the vehicles are hired on daily basis from L1 bidder, the daily rates will be arrived on pro-rata basis. In case of extra mileage, the rates at Sl.No.2 will apply. In case the driver is entitled to some over time allowances as per the rules applicable to the drivers under the employ of the Central Government, the same would be paid by this office.

ILLUSTRATION

Category	Make	Weightage	Minimum hiring of 2100 kms (In Rs. Per month)	Weighted rate
I	Maruti Swift /Tata Indigo (Non-AC) (Around 5 vehicles)	0.20	X	0.20 x X
II	Maruti Dzire (AC)/Toyota Etios(AC)/Honda Amaze)AC) (Around 05 vehicles)	0.15	Y	0.15 x Y
III	Honda City(AC) Maruti Ciaz(AC)/Hyundai Verna (AC) (Around 15 vehicles)	0.65	Z	0.65 x Z

1. Weighted sum (for Financial Bid)= $0.20x + 0.15y + 0.65z$.
2. Weighted sum will be the basis for evaluating the L1 bidder.

(आ) 16/2/2016
(AWINAR)
अवर सचिव
वि आयोग / National Commission
for Transformation
भारत सरकार / Government of India
नई दिल्ली / New Delhi

H. 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 NITI Aayog 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.

16/2/2016
(AVINASH CHANDRA)
अवर सचिव/Under Secretary
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the eProcurement site <https://eprocure.gov.in>

- 1) Bidder should do the registration in the tender site using the "Click here to Enroll" option available.
- 2) Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
- 3) Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- 4) Bidder may read the tenders published in the site and download the required documents/tender schedules for the tenders he is interested.
- 5) Bidder then logs in to the site using the secured log in by giving the user id/ password chosen during registration and password of the DSC/e token .
- 6) Only one DSC should be used for a bidder and should not be misused by others.
- 7) Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 8) If there are any clarifications, this may be obtained using clarifications, or during the pre-bid meeting. Bidder should take into account of the corrigenda published before submitting the bids online.
- 9) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document, they can be clubbed together.
- 10) Bidder should prepare the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document, latest by the last date of bid submission.
- 11) Bidder selects the tender which he is interested using search option & then move it to the my favorites folder.
- 12) From the 'my favorites' folder, he selects the tender to view all the details indicated.
- 13) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 14) The bidder has to select the payment option as offline to pay the EMD as applicable.
- 15) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 16) The bidder has to enter the password of the DSC/etoken and the required bid documents have to be uploaded one by one as indicated.

16/2/2016
नीति आयोग (NITI AAYOG)
for Economic and Social Development
भारत सरकार, Govt. of India
नई दिल्ली / New Delhi

Integrity Pact Form

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2016, between on one hand, and the President of India acting through..... DS (GA), NITI Aayog, Government of India, Parliament Street, New Delhi – 110 001, on the other hand (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Shri Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure the services of a house-keeping service provider and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from

(अविनाश चन्द्र)
(AWINASH CHANDRA)
अवर सचिव/Under Secretary
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

26/2/2016

further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

25/12/2016
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(AVINASH) (A)
नीति आयोग (NITI)
Institution
for Transforming India (NITI)
भारत सरकार Govt. of India
नई दिल्ली / New Delhi

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit).

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs3,20,000/- (Rs. three lakh and twenty thousand only) as Earnest Money/Security Deposit, with the BUYER through a Pay Order in favour of the Pay & Accounts Officer, NITI Aayog, New Delhi, thus promising payment of the guaranteed sum to the BUYER on demand within three working days without prior notice or any demur whatsoever.

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (Hi)

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

16/2/2016
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for Transparency in India (NITI)
भारत, नई दिल्ली / Govt. of India
नई दिल्ली / New Delhi

- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (x) The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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NITI Aayog
National Institution
for Transformative
Infrastructure (NITI)
भारत सरकार, Govt. of India
नई दिल्ली / New Delhi

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/BIDDER in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

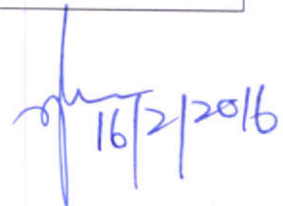
12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.


13. The parties hereby sign this Integrity Pact at New Delhi on.....

BUYER i.e. the NITI Aayog		BIDDER
Name of the Officer	Shri S.P.Dey	Name of the Bidder
Designation	Dy Secretary	Name of Company
Name of Office	NITI Aayog, New Delhi	Company Seal
Officer's Seal		


16/2/2016

(31/02/2016) 38
(AV) Secretary (HRA)
जय प्रकाश नारायण
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

<p>Witness:</p> <p>1..... (Signature) Name</p> <p>Designation.....</p>	<p>Witness:</p> <p>1..... (Signature) Name</p> <p>Address.....</p>
<p>2..... (Signature) Name</p> <p>Designation.....</p>	<p>2..... (Signature) Name</p> <p>Address.....</p>


16/12/16

(अविनाश चन्द्र)
(AWINASH CHANDRA)
अवर सचिव/Under Secretary
नीति आयोग/National Institute
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi