



**FRASER SUITES, NEW DELHI (FSND)  
A UNIT OF IFCI INFRASTRUCTURE DEVELOPMENT LIMITED (IIDL)  
(100% SUBSIDIARY OF IFCI LIMITED, A GOVT. OF INDIA UNDERTAKING)**

Plot No.4A, District Centre, Mayur Vihar Phase-1, Delhi - 110091, India

Ph: (+91) 11 4766 8844 | Fax: (+91) 11 4383 7777

WEBSITE:[www.iidlindia.com](http://www.iidlindia.com)

CIN: U45400DL2007GOI169232

**Ref. No. IIDL/Fraser Suites/2016-17/03**

**Dated: 22/02/2017**

**NOTICE INVITING TENDER**

**Sub: Notice Inviting Tender for Hiring Commercial Taxi Services at Fraser Suites New Delhi on Annual rate contract on "as and when required on call basis".**

The Fraser Suites New Delhi (FSND) located at Mayur Vihar, a unit of IFCI Infrastructure Development Limited (IIDL) requires the services of reputed, experienced well established and financially sound Tour & Travel Agencies/ Firms (hereinafter referred to as "Service Provider") on Annual rate contract for hiring of commercial taxis on "as and when required on call basis".

Interested bidders should provide necessary details in attached format based on which Fraser Suites, New Delhi (FSND) will shortlist Applicants.

FSND / IIDL reserves the right to accept or reject any tender without assigning any reasons or explanation.

Please note that the Tender process can be cancelled by FSND / IIDL on its own discretion.

Last date of submission of tenders is by 15/03/2017 till 2.00 PM at the address mentioned below:

**The General Manager,  
Fraser Suites New Delhi  
Plot No.4A, District Centre, Mayur Vihar Phase-1,  
New Delhi - 110091**

Any tender received after due date will be summarily rejected. FSND / IIDL shall not be responsible for the late delivery of the tender resulting in rejection.

## **TECHNICAL QUALIFICATION/ ELIGIBILITY:**

1. Tenderers should meet the following eligibility criteria to qualify the tender:
2. The tenderer should have at least 20 vehicles not older than 3 years (as on 31.12.2016) of Swift D'zire/ Toyota Etios/ Toyota Innova / Sunny / SX4 / Tata Indigo / Tempo Traveller or its equivalent on roll on the date of submission of the tender, registered in the name of the tenderer as Taxi. **Copies of registration of all vehicles must be submitted along with the technical bid.**

3. The tenderer should have **completed following work** of providing taxi Services:

At least completion of

**One Service Contract of value not less than Rs. 15 lakhs per annum**

**OR**

**Two service contracts of value not less than Rs.10 lakhs per annum**

**OR**

**At least three service contract of value not less than Rs. 6 lakhs per annum,**

related to providing Taxi Services in a single contract, during the period of last three years (2013-14, 2014-15, 2015-16).

**(Attaching Satisfactory Performance Report in addition to the Work Order is mandatory)**

4. The **Registered Office** or one of the Branch Offices of the Service Provider Company should be located in Delhi.
5. ***The garage*** of the Service Provider should be within a radius of ***5 Km from Fraser Suites at New Delhi.***
6. The Service Provider should have at least **five years' experience** in providing Taxi services to Multinational Companies, Hotels, Embassies, private and /or public sector Company / Banks and Government Departments. (**Documentary proof** to be submitted).
7. The Service Provider must have an **average annual turnover of Rs. 30 Lakhs** per year during the last three financial years (2013-14, 2014-15, 2015-16). CA Certificate, Audited Balance Sheet and Profit & Loss Account in support of turnover (along with Income Tax Returns of the relevant years) must be submitted with the Technical Bid.
8. The vehicles provided by the Taxi Service Providers may be required to **ply in NCR areas**, such as Noida, Ghaziabad, Faridabad and Gurgaon and therefore vehicles supplied should be fit to ply in NCR.
9. The vehicles provided by the Taxi Service Providers must have first aid box, properly installed & working GPS or GPRS navigation system, panic button and air freshener spray.

## **GENERAL CONDITIONS:**

**1. Procedure for submission of tender:** The Tender shall be submitted as under: -

**A) Envelope-A:** Marked with "**Technical Bid**" consisting of tender document cost of Rs. 5,000/- (Rupees Five Thousand Only) (non-refundable) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favour of "**Fraser Suites New Delhi**" payable at New Delhi. Technical formats i.e. all Annexures, except Financial Bid Annexures, any other relevant supporting documents including all the pages of tender document must be duly stamped and signed along with date as token of acceptance of the terms & conditions of tender.

**B) Envelope-B:** Marked with "**Financial Bid**" consisting only financial bid i.e. **Annexure- 09** duly stamped and signed along with date.

- (i) All tender documents must be submitted in properly paginated with indexed duly stamped and signed along with date by authorized person.
- (ii) The Technical Bid envelope and Financial Bid envelope are to be submitted in **separate sealed covers** and both envelopes kept in another big envelope duly sealed super-scribed on the top of the envelope "**Tender for Taxi Services**".
- (iii) The tenders are to be dropped only in the **tender box** kept at the Ground Floor, **Fraser Suites New Delhi, Plot No.4A, District Centre, Mayur Vihar Phase-1, Delhi -110091**. Tenders shall not be accepted after the last date and time of submission of tender. Please note that no tender shall be accepted by post or through courier.
- (iv) The Sequence for opening the sealed tenders would be on random basis.
- (v) Only one tender would be considered from one Service Provider. If any party submits multiple tenders then the tender quoting lowest rates will prevail.

**C) Opening of Technical Bids:** Envelope-A will be opened in Fraser Suites New Delhi (FSND) on 15/03/2017 at 3 p.m. by the Tender Committee. Fraser Suites New Delhi (FSND) shall evaluate the technical bid to pre-qualify the bidders.

**D) Opening of Financial Bids:** The financial bid of only those tenderers who qualify in the technical bid. The scheduled date and time for opening of financial bids shall be communicated through official E-mail address given in the bid document.

The rates quoted will remain firm during the currency of the Contract. **Fraser Suites New Delhi** shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract.

**2.** If the Tenderer is a **corporate entity**, it should be duly incorporated in India under the relevant law. (A copy of the Memorandum of Association (MOA)/Article of Association (AOA) and any other relevant document along with a copy of Certificate of incorporation

shall be submitted).

3. The Tenderer should submit its **detailed profile** along with **turnover in the last three financial years** i.e. 2013-14, 2014-15 and 2015-16. (Attach Audited Balance sheets).
4. The Tenderer should also have a **positive net worth** in consecutive last three years (Certificate from CA to this effect should be attached).
5. The Tenderer should have a valid (i) **PAN and (ii) Service Tax registration certificate**. Copies of PAN No. and Service Tax Registration Certificate are to be submitted.
6. The bidding firm has to give a self-certificate to the effect that it any of the promoters/ directors has **not been blacklisted** regarding bad performance/delayed delivery or for any other reason by any State Government or Central Government/Department from participating in tender/either individually or as a member of a consortium as on the date of submission of tender. If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents etc. the earnest money deposit or the performance security, as the case may be, will be forfeited and no excuse what so ever will be entertained therefore.
7. Documentary evidence in support of having **satisfactorily completed jobs** of providing taxi services each to at least two organizations (preferably Govt./PSUs) during the past three years (2013-2016).
8. List of **drivers on role** with copies of their **valid driving licenses**.
9. **As and When Requirement on call basis means:**

The Service Provider shall arrange the commercial taxi/vehicles as per Fraser Suites requirement **within ten to fifteen (10-15) minutes** from receiving the instruction over phone by the concerned officer, as and when and where required.

The driver should **report at Fraser Suites security gate** on his arrival.

More than one vehicle on any particular day or days can be hired as per the requirement of Fraser Suites. Accordingly, the Service Provider should arrange the vehicles as per the requirement.

#### **10. Period and term of Contract:**

The contract is initially for the period of one year from the date of award of work. The rates will remain unchanged during period of contract for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel prices or any other additional tax during the period of contract. The contract is extendable for one more year with same rates and terms and conditions based on satisfactory performance assessed by **Fraser Suites New Delhi**.

#### **11. Earnest Money Deposit (EMD)**

- (i) The tender document should be accompanied by a bank **Demand Draft Rs. 1,00,000/-** (Rupees One Lakh Only) in favour of "Fraser Suites New Delhi", payable at New Delhi as an Earnest Money Deposit (EMD) for bidders. The tender without EMD

in the prescribed form shall be rejected.

- (ii) The EMD of unsuccessful Tenderers will be refunded/returned without interest after award of contract to successful bidder. No Interest will be paid on the same in any situation.
- (iii) The **EMD of the tenderers shall be forfeited** by Fraser Suites New Delhi without prejudice to any other rights or remedies under the following circumstances: -
  - a) If, a tenderer withdraws his tender during the tender validity period as specified in the tender document.
  - b) If, after acceptance of the tender, the tenderer fails to take up the job.
  - c) If, the successful tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
  - d) If, after acceptance of this tender, the successful tenderer fails to commence the work within the specified time period.

#### **12. Security Deposit (SD):**

The EMD of the successful tenderer would be converted as Security Deposit. No interest shall be payable by Fraser Suites New Delhi on the Security Deposit & EMD. Security Deposit shall be returned to the contractor after successful completion of the work. If, the successful bidder fails to comply obligations of Work Order in that case 100% of the Security Deposit will be forfeited.

#### **13. Forfeiture of Security Deposit:**

- (i) If the services by a successful tenderer/party are withdrawn during the middle of the contractual period,
- (ii) If the tenderer fails to provide the satisfactory service to Fraser Suites during the contractual period,
- (iii) If any of the information & documents furnished by the tenderer is found to be false at any stage, further dealing with the tenderer/firm shall not be considered and contract will be terminated and dues held with Fraser Suites New Delhi like Security Deposit and pending bills will be forfeited. Fraser Suites New Delhi's decision in this matter will be final and binding on the party/firm.
- (iv) The breach of any of the terms and conditions of the tender shall result in discontinuation of further dealing with the party and/or forfeiture of his Security Deposit as the case may be, at Fraser Suites New Delhi's discretion.

#### **14. Taxes & Duties:**

Any taxes should be quoted separately in price bid/schedule column in **Annexure-09**.

#### **15. Right to Acceptance:**

General Manager, FSND/Managing Director, IIDL reserves the right to accept or reject any or all tenders, either in part or full or the right to not to accept the lowest offer, without assigning any reason, whatsoever. In case of any dispute on this matter or during contract period, FSNF /IIDL's decision in all matters shall be final and legally binding on the tenderer/ contractor/party.

**16. Condition of Vehicles:**

- (i) The vehicles to be provided should **not be earlier than 2013**.
- (ii) The vehicles shall be kept in good running condition and it should have clean upholstery with **white covers**.
- (iii) Seats must be comfortable and with white covers.
- (iv) Vehicle with damaged body due to accidents etc. will not be acceptable.
- (v) No payment shall be made if the vehicle is found in dirty or shabby condition.

**17. The tenderer should ensure that the Drivers with the Vehicle shall report for duty:**

- (i) With proper driving license, tourist vehicle license, vehicle insurance certificate, etc.
- (ii) Tank with fuel to cover minimum 200 Kms.
- (iii) Driver in proper uniform.
- (iv) Driver with proper shave and haircut.
- (v) The driver of the vehicle must have all the **valid documents** in his possession all the times, while plying the vehicle.
- (vi) The vehicle should be defect free.
- (vii) Driver shall also ensure that he conducts himself in a proper and orderly manner at all times while on assignments under the contract resulting from this tender. **Any misbehavior with officers/staff or occupant** will be viewed seriously and may lead to cancellation of the contract with warning in advance.
- (viii) Drivers deployed shall be **educated preferably (Matric & above)**. **Police verifications** of the drivers deployed shall be the responsibility of the service provider.
- (ix) Drivers should be well conversant of the routes of Delhi/Noida/Gurgaon. The antecedents of the drivers should also be duly verified.

**18. Conditions for operating:**

- (i) In case of a break down, an alternative arrangement shall be made by the tenderer immediately and the vehicle shall report for duty at the given time and place.
- (ii) The vehicle shall report for duty as and when required including Sundays/Holiday, without any additional charges. **If the vehicle does not report for duty on Holidays/Sundays or any working day as per Fraser Suites requirement, Fraser Suites shall hire the vehicle from other sources and payment of hiring of vehicle shall be deducted from party's bill.**
- (iii) **In case, the tenderer's vehicle does not report for duty and Fraser Suites hires a vehicle in lieu thereof, the actual hired amount shall be recovered from the tenderer from the monthly billed amount.**
- (iv) **Toll, parking and Ferry charges will be paid extra at actuals, by Fraser Suites against documentary proof/bills only.**
- (v) The taxis should have a **valid permit for plying in the entire National Capital Region (NCR) Area**.
- (vi) The taxi should be available on prior information to operate more than 100 Kms and outside the NCR state limits as and when required from time to time.
- (viii) When a taxi is called for duty on any day by Fraser Suites, only actual timings as mentioned

- by the user in the trip slip of the duty performed will be considered.
- (ix) The driver should be available in his vehicle all the time and should leave his vehicle after obtaining specific permission from the user, if required.
  - (x) Responsibility to get the **trip slip** signed by the Authorised Officer of Fraser Suites /user solely rests with the driver/party. If the vehicle is being used by any outsider with Fraser Suites permission, it will be the responsibility of the Driver/party to obtain the endorsement of the concerned officer from Fraser Suites.
  - (xi) All liabilities arising out of any legal dispute, accidents etc shall be borne/paid by the firm.

**19. Reckoning of distance run & duty timing:**

Kilometer reading and duty timing of the vehicle will be started (counted) from Fraser Suites Gate to Fraser Suites. However, if vehicle is required other than Fraser Suites premises and directed to report the vehicle other than Fraser Suites, Payment will be released only as per entry made by user and certified by the Fraser Suites in prescribed duty trip slip.

**20. Compliance with Acts/Rules:**

- (i) The tenderer shall ensure all the time proper safety of the persons carried by him in his vehicle. He shall also comply with all the Rules, Regulations, Notification and Provisions of all the Acts pertaining to the operations of the Motor Vehicles.
- (ii) Contractor shall comply all statutory Acts, labour laws/regulations/motor vehicle Act etc.
- (iii) The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

**21. Speed Limits:**

The driver of the tenderer's vehicle shall strictly observe the safe speed limits in the town, on the highways and shall not resort to any negligent/reckless driving.

**22. Tea/Lunch Break:**

The driver of the vehicle shall be available in or around the vehicle at all times, and shall report for the assignments at a short notice. However, a tea/lunch break will only be allowed with prior permission of the concerned Officer/user of the vehicle.

**23. Consumption of Liquor:**

The tenderer shall ensure that the driver of his vehicle doesn't report for duty under the influence of liquor. He shall also ensure that he conducts himself in a proper and orderly manner at all times, while on assignments under the Contract resulting from this tender, and any lapse in this regard leads to termination of contract without any notice in this regard and decision will be final and binding on the contractor.

Further the driver should strictly be prohibited to use any narcotics and other intoxicants including cigarette, tobacco or any other drug.

**24. Playing Cards/Gambling:**

Playing cards/gambling are totally forbidden inside Fraser Suites premises. Any driver found violating these rules will be liable for termination of his services forthwith and the party shall arrange the replacement with immediate effect.

**25. Payment:**

The payment would be made on Monthly basis after the close of each month against the invoice of the service provider. The bill for the above said contract shall be submitted by the service provider on weekly basis and payment shall be released **within two weeks after submission of final bill** for the month upon satisfactory performance, after adjusting any cost borne by Fraser Suites due to any reasons, any damages caused by the service provider or his employees, down time etc., as applicable. The payment for the preceding month shall be made in succeeding month on submission of the valid Bills in duplicate along with-

- (i) **duty trip slip** duly filled in all respects and signed by the respective officer/user.,
- (ii) **parking slips**, if any and
- (iii) **toll charge receipt**, if any.

If parking slips or toll charge receipts are not attached along with the weekly bills, then the same bill not be considered later on.

TDS as applicable will be deducted. No advance payment will be made.

**26. Penalty:**

If the Contractor fails to provide the agreed taxi make, model, year of manufacturing and registration as per scope of work more than two occasions in a calendar month, then **10% of the monthly billed amount** will be deducted as penalty.

**27. Security:**

The tenderer shall make his own reasonable arrangement for the safety of his vehicle. Fraser Suites will not be responsible for loss due to any reasons.

**28. Indemnity:**

The tenderer shall indemnify FSND /IIDL against any or all liabilities, legal, financial or otherwise, which may arise during the currency of the Contract as a result of non-compliance with the aforesaid Terms and Conditions or otherwise.

**29. Cancellation of Contract:**

The Contract resulting from this tender may be terminated by Fraser Suites New Delhi at any time during its currency without any notice or without assigning any reason thereof or compensation in lieu, thereof. However, in case, if the tenderer, wants to cease the Contract, he shall have to give two months' notice to Fraser Suites New Delhi.

If after the award of the contract, successful bidder fails to provide the required number of vehicles. Contract is liable to be cancelled alongwith the forfeiture of the security deposit and other consequential action

**30. Nature of Contract:**

The Contract resulting from the tender shall be treated as an individual contract, and it shall not create any general lien on the tenderer and shall not get prejudiced in execution due to any situation arising out to some other contract that the tenderer may have with Fraser Suites New Delhi.



**31. Rejection of Tender/Quotation:**

Tender/Quotation duly completed in all respect along with necessary document should be submitted at Fraser Suites New Delhi, on due date and time. Quotation received without signature, seal document or incomplete quotation/tender will be summarily rejected. Conditional bids shall not be considered and will be rejected summarily

**32.** Details of **cases pending** with any Court of Law, if any, status thereof, to be submitted.

**33. DESPATCH INSTRUCTIONS:**

- (i) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- (ii) Tenderers are advised to study all the tender documents carefully. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.
- (iii) Integrity Pact (IP) shall be applicable for all tenders / contracts as indicated in **Notice Inviting Tender (NIT)**. This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with FSND /IIDL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification. (Annexure-05).

**34. SUBMISSION OF TENDERS:**

- (i) The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.
- (ii) Tenders shall be opened by committee of officers at the office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who may be present.
- (iii) Tenders whose bids are found techno-commercially qualified shall be informed by E-mail the date and time of opening of the Bids. FSND /IIDL's decision in this regard shall be final and binding.
- (iv) Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and

access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

**35. DATA TO BE ENCLOSED:**

Full information shall be given by the tenderer in respect of the following.

Non-submission of this information may lead to rejection of the offer.

- (i) Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.
- (ii) An attested copy of the Power of Attorney/Board Resolution, in case the tender is signed by an individual other than the sole proprietor.
- (iii) Proof of Turnover
- (iv) Proof of Monthly Billing
- (v) Proof of Registration Number for PF, ESI, Service Tax, TIN No. etc.
- (vi) Evidence of minimum Five years' experience
- (vii) IN CASE OF INDIVIDUAL TENDER, His /her full name, address and place & nature of business.
- (viii) IN CASE OF PARTNERSHIP FIRM: The names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- (ix) IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished) Nature of business carried on by the company and the provisions of the Memorandum relating thereof
- (x) The Company should submit details of the terms and conditions of the personnel deployed by him at FSND /IIDL at the end of every quarter while submitting his monthly bill for payment. The Company shall also ensure the police verification of each and every person deployed by him at FSND/ IIDL.

**36. QUALIFICATION OF TENDERS:**

**37. LANGUAGE:**

- (i) The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- (ii) All entries in the tender shall either be typed or written legibly in ink. Erasing and overwriting is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

**38. PRICE DISCREPANCY:**

- (i) **Conventional (manual) Price Bid opening:** In the case of price bid opening, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- (ii) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the Company, shall be taken as correct.
- (iii) When the amount of an item is not worked out by the Company or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct.
- (iv) When the rate quoted by the Company in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- (v) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- (vi) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenders for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However, the overall price remaining the same as quoted originally, the rates of all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and 'Total quoted price (loaded for omissions).'
- (vii) The 'Final Total amount' shall be arrived at after considering the amounts worked out in line with '(i)' to '(iv)' above.

### **39. EVALUATION OF TENDER:**

- (i) Tenders submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- (ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Further, Fraser Suites New Delhi reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- (iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, Fraser Suites New Delhi reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- (iv) Assessing Bidder capacity for executing the current tender shall be as per Notice inviting Tender.
- (v) Price bids of shortlisted bidders shall only be opened through conventional price bid opening.
- (vi) Price bids of unqualified bidders shall not be opened.
- (vii) Decision of the Authorised officer of FSND shall be final in evaluating and accepting the Tender

### **40. AUTHORISATION AND ATTESTATION:**

Tenders shall be signed by a person duly authorized /empowered to do so. An attested copy of the Power of Attorney/Board Resolution, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.

**41. TENDER FEES DEPOSIT:**

Every tender must be accompanied by the prescribed amount of Tender Fees in the manner described herein.

- (i) Tender Fees is to be paid in Pay Order or Demand Draft in favor of "Fraser Suites New Delhi" and payable at New Delhi.

**42. EXECUTION OF CONTRACT AGREEMENT:**

The successful tenderer's responsibility under this contract commences from the date of issue of the **Letter of Intent** by FSND /IIDL. The tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to **execute an agreement** in the prescribed form, with FSND /IIDL, within 15 days after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of Agreement document shall be borne by the contractor.

**43. REJECTION OF TENDER AND OTHER CONDITIONS:**

- (i) FSND /IIDL reserves the right to accept or reject the tenders without assigning any reason whatsoever.
- (ii) Conditional tenders, unsolicited tenders, tender which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- (iii) Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with FSND or tenderer who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. FSND /IIDL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of FSND /IIDL will be final in the regard.
- (iv) If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, FSND /IIDL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, FSND /IIDL may then cancel such tender at their discretion, unless the firm retains its character.
- (v) FSND/IIDL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- (vi) If the tenderer gives wrong information in his tender, FSND / IIDL reserves the right to reject such tender at any stage or to cancel the contract if awarded.

- (vii) Canvassing in any form in connection with the tenders submitted by the tenderer shall make his offer liable to rejection.
- (viii) In case the proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in FSND /IIDL, the authority inviting the Tender shall be informed of the fact as per specified format (Annexure-04) along with the offer.
- (ix) The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him.
- (x) The Tender submitted by a techno commercially qualified tenderer shall become the property of FSND /IIDL who shall be under no obligation to return the same to the bidder. However, unopened price bids and late tenders shall be returned to the bidders.
- (xi) Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then awarded price i.e contract value shall be worked out after considering the discount so offered.
- (xii) FSND /IIDL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

**44. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:**

The contract shall be governed by the law for the time being in force in the Republic of India. The civil court having original civil jurisdiction at New Delhi shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other civil court shall have jurisdiction in case of any dispute, under this contract.

**45. ISSUE OF NOTICE:**

- (i) **Service of notice on Agency/firm/Contractor:** Any notice to be given to the Company under the terms of the contract shall be served by sending the same **by Registered Post/Speed Post/E-mail** to or leaving the same at the Agency/firm last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Agency/firm to FSND /IIDL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
- (ii) **Service of notice on FSND/IIDL:** Any notice to be given to FSND/IIDL under the terms of the Contract shall be served by sending the same by post to or leaving the same at FSND /IIDL address or changed address as notified in writing by FSND/IIDL to the Agency/firm.

**46. USE OF OFFICE SPACE:**

No space belonging to FSND/IIDL shall be occupied by the Agency/firm without written permission of FSND/IIDL.

**47. COMMENCEMENT OF WORK:**

- (i) The Agency/firm shall commence the work as per the time indicated in the Letter of Intent from FSND and shall proceed with the same with due expedition without delay.
- (ii) If the Agency/firm fails to start the work within stipulated time as per LOI or as intimated by FSND /IIDL at its sole discretion will have the right to cancel the contract.
- (iii) All the work shall be carried out under the direction and to the satisfaction of FSND /IIDL.

**48. RIGHTS OF FSND /IIDL:**

- a) FSND /IIDL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the Agency/firm for any compensation.
- b) To terminate the contract or get any part of the work done through other agency or deploy FSND /IIDL own/hired/otherwise arranged resources, at the risk and cost the Agency/firm after due notice of a period of two weeks by FSND /IIDL in the event of: -
  - i) Agency/firm continued poor progress
  - ii) Withdrawal from or abandonment of the work before completion of the work
  - iii) Agency/firm/Contractor inability to progress the work for completion as stipulated in the contract
  - iv) Poor quality work
  - v) Corrupt act of Agency/firm/Contractor
  - vi) Insolvency of the Agency/firm/Contractor
  - vii) Persistent disregard to the instructions of FSND /IIDL
  - viii) Assignment, transfer, sub-letting of contract without FSND /IIDL written permission
  - ix) Non fulfillment of any contractual obligations
  - x) In the opinion of FSND /IIDL, the contractor is overloaded and is not in a position to execute the job as per required schedule.

**49.** Failure to comply with any of the above conditions can result in termination of the contract, penalty as may be decided by FSND /IIDL and **future blacklisting** of the contractor.

**50. Other Conditions for Application:**

- (i) This Tender does not constitute and will not be deemed to constitute any commitment or Confirmation on part of FSND /IIDL for any purchase/work order to the tenderer'(s).
- (ii) Tenderer shortlisted in the aforesaid Tender shall be required to sign an MOU with FSND/IIDL on mutually accepted terms and conditions. The maximum validity of such MOU shall be 3 years

which may be extended or curtailed at the sole discretion of FSND/ IIDL and the performance of individual organization.

- (iii) The tenderer shall bear all costs associated with the preparation and submission of its response to this Tender, including cost of Demo/Presentation for the purpose of clarification of the offer, if so desired by FSND /IIDL. FSND /IIDL will in no case be responsible for these costs, regardless of the conduct or outcome of the Tender process.
- (iv) The tenderer shall be responsible to carryout proper due diligence should be exercised before providing information against the Tender. Only relevant and precise information should be provided.
- (v) At any time, FSND /IIDL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender document and all formats including annexure by issuing clarification(s) and/or amendment(s). In order to provide prospective tenderers reasonable time to take the amendment into account in preparing their offers, FSND /IIDL may, at its sole discretion, extend the last date for receipt of offers and/or make other changes in the requirements set out in the Notice for tender. While this tender has been prepared in good faith, neither FSND/IIDL nor its employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI, even if any loss or damage is caused by any act or omission on their part.
- (vi) The application shall be submitted only as per the enclosed format (s) along with Annexure(s), Self-attested documentary proof(s) in respect of the details furnished in the application form shall be submitted along with the application. The intending tenderers shall also submit the list of such projects where due to any disputes litigation/arbitration was invoked and or the services were abandoned/suspended by the architect(s). Suppression of any information in this regard may lead to cancellation of empanelment of the Firm(s) concerned, if such information comes to the notice of FSND / IIDL after empanelment. Incomplete applications will be summarily rejected.
- (vii) The tender shall be signed by the authorized person (s) of the firm. All pages of the documents shall be signed / sealed. The Authorized Signatory must attach authorization letter along with resolution of Board of Directors passed to this effect.
- (viii) FSND /IIDL reserves the right to restrict the list of tenderers to any number deemed suitable by it.
- (ix) Even though a tenderer may satisfy the above requirement, he would be liable to disqualification if he/she has: (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the EOI-prequalification document. (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial weakness etc.

- (x) Submission of Application shall not automatically construe qualification for evaluation. FSND /IIDL reserves the right to reject any or all Application, or to annul the selection process and reject all the Application, without thereby incurring any liability to the affected tenderers, nor does it have any obligation to inform the tenderers of the ground for such action

**52. General Conditions of the Contract (GCC) and Other Conditions of the contract will form the part of the contract.**

**Annexures: The following to be submitted with tender duly signed.**

- I. Annexure-1 (OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER)
- II. Annexure-2 (DECLARATION BY AUTHORISED SIGNATORY OF BIDDER)
- III. Annexure-3 (NO DEVIATION CERTIFICATE)
- IV. Annexure-4 (DECLARATION FOR RELATION IN FSND / IIDL)
- V. Annexure-5 (NON DISCLOSURE UNDERTAKING (INTEGRITY PACT))
- VI. Annexure-6 (Technical Bid)
- VII. Annexure-7 (Registration details of at least 20 vehicles)
- VIII. Annexure-8 (DECLARATION)
- IX. Annexure -9 (FINANCIAL BID)

**Sd/-  
Authorized Signatory**

**Annexure -1**

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

(To be typed submitted in the letter Head of the Company/firm of Bidder)

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To,

The General Manager,  
Fraser Suites New Delhi



Plot No.4A, District Centre, Mayur Vihar Phase-1,  
Delhi - 110091, India

Dear Sir,

Sub: Submission of Offer against Tender Specification No: IIDL/Fraser Suites/2016-17/03.

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Fraser Suites New Delhi in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by FSND /IIDL.
2. Notice Inviting Tender (NIT)
3. Documents referred to in NIT
4. Forms and Procedures

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

**Authorised Representative of Bidder**

Signature:

Name:

Address:

Place:

Date:

**Annexure -2**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed submitted in the letter Head of the Company/firm of Bidder)

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To,

The General Manager,  
Fraser Suites New Delhi

Plot No.4A, District Centre, Mayur Vihar Phase-1,  
Delhi - 110091, India

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) NIT/Title of the work. Name of Tender Specification No.IIDL/Fraser Suites/2016-17/03

2) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

**Annexure -3**

**NO DEVIATION CERTIFICATE**

(To be typed submitted in the letter Head of the Company/firm of Bidder)

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To,

The General Manager,  
Fraser Suites New Delhi  
Plot No.4A, District Centre, Mayur Vihar Phase-1,  
Delhi - 110091, India

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) NIT/Tender Specification No.IIDL/Fraser Suites/2016-17/03

2) All other pertinent issues till date

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by FSND/IIDL and in case of such observance at any stage, it shall be treated as null and void and this tender shall deemed to be withdrawn.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

**DECLARATION FOR RELATION IN FSND/IIDL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

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To,

The General Manager,  
Fraser Suites New Delhi  
Plot No.4A, District Centre, Mayur Vihar Phase-1,  
Delhi - 110091, India

Dear Sir,

**Sub: Declaration for relation in FSND /IIDL**

Ref: 1) NIT/Tender Specification No IIDL/Fraser Suites/2016-17/03

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in FSND /IIDL

**Tick (✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in FSND /IIDL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in FSND /IIDL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If FSND /IIDL Management come to know at a later date that the information furnished by the Bidder is false, FSND /IIDL reserves the right to take suitable against the Bidder/Contractor.

**NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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**NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)**

I/We understand that FSND /IIDL is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s\_\_\_\_\_ who are submitting offer for providing Taxi services to FSND/IIDL against Tender Specification No IIDL/Fraser Suites/2016-17/03 hereby undertake to comply with the following in line with Information Security Policy of FSND /IIDL.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
  
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of FSND /IIDL

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

**Technical Bid**

1. Name and Address of the Tenderer/Company/Agency/Individual Owner etc.:
2. Contact details (Telephone No./Fax No./E-mail):
3. Legal Status, if the tenderer is (Attach self-attested copies of original documents)  
Partnership/ Pvt. Ltd./Public Limited/ Proprietor etc.
4. PAN/TAN/TIN/Service TAX etc. No.: (Attach self-attested copies of documents)
5. Tender Fee Details such as
  - DD No.:
  - Amount:
  - Date:
  - Name of Issuing Bank and Branch:
6. Performance Report or Work Order for atleast two contracts of providing Taxi Services to PSUs and Government Departments during the last three years. (Attested copies of work orders may also be attached.)
7. Performance Report with Work Order for One work not less than Rs.15 lakh per annum or two service contracts of value not less than Rs.10 lakh per annum Or Three service contract of value not less than Rs.6 lakhs per annum for providing Taxi Services during last three years.
8. Name, Designation and Contact details of the individual authorized to act for the tenderer (Attach Authorization Letter / Board Resolution):
9. Turnover of the tenderer/Firm from taxi services business during the last three financial years: (Attach self-attested copies of audited documents)
  - a. Financial Year (2013-14):
  - b. Financial Year (2014-15):
  - c. Financial Year (2015-16):
10. Net Worth of the tenderer in the last three years: (Attach Certificate from CA)
  - b. Financial Year (2013-14):
  - c. Financial Year (2014-15):
  - d. Financial Year (2015-16):

1. The tenderer or any of the promoters/directors should not have been defaulted /blacklisted regarding bad performance/delayed delivery or for any other reason by any state government or central government/department from participating in projects/either individually or as a member of a consortium as on date of submission of EOI. (Submit Declaration on the Company Letter head)
2. The tenderer should provide the details of the litigations pending.
3. Affidavit on an Rs.10 Stamp Paper that information provided in the application are true in the form of given in annexure.
4. Any other information the tenderer may consider necessary but not included above:
5. Registration details of at least 20 vehicles owned/registered in the name of the Company, which should not be earlier than 2012. **(As per annexure-7)**

**Annexure-7**

Details of vehicle Swift D'zire/ Toyota Etios/ Toyota Innova / Sunny / SX4/ Tata Indigo, Tempo Traveller or its equivalent registered in contractor/individual owner or bidder's company name as taxi. Registered taxi/vehicles model and its make year should not be earlier than 2013. Proofs of documents are to be submitted with the tender.

<b>Particulars</b>	<b>Vehicle details</b>
Taxi make & Model	
Year of manufacturing	
Registration No. & Year	
Owner's Name	

Vehicle Permit for  
commercial use

(.....)

Signature and seal of the tenderer

Date:

Seal:



**DECLARATION**

(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

The General Manager,  
Fraser Suites New Delhi  
Plot No.4A, District Centre, Mayur Vihar Phase-1,  
Delhi - 110091, India

Ref: 1) NIT/Tender Specification No IIDL/Fraser Suites/2016-17/03

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of nonperformance or deficiencies in the services on our part.
4. We have no objection, if enquiries are made about the work listed by us.
5. We have not been blacklisted by FSND /IIDL or any other organization where we have worked. Further, if any of the partners/directors of the organization /firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any later point of time, if this information is found to be false, FSND /IIDL may terminate the assigned contract immediately.
6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
7. We agree that the decision of FSND /IIDL in selection of Bidders will be final and binding to us.

Date:

Signature of authorized person

Place:

Full Name & Designation:

Company's Seal:

N.B: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.

## Financial Bid

## PRICE BID FORMAT

1. The bidders should quote for all categories of price bid from Sl. No. 01 to 05, failing which the bid will not be considered.
2. The rates to be quoted all-inclusive i.e. fuel, driver etc. the applicable taxes should be mentioned clearly.
3. The quoted taxi/vehicles model and its make year should not be earlier than 2013.

Sl. No	Type of Vehicle	Description	Unit Rate (INR)	
			AC	NON AC
1	Swift Dzire	Upto 40 Km and 4 hrs.		
		Upto 80 Km and 8 hrs.		
		Per Km rate for extra Kms		
		Per Hour rate for extra hours up to 11 pm when taxi is not running (for Halt charges)		
		Night halt charges from 11:00 pm to 05:00am		
2	Toyota Etios	Upto 40 Km and 4 hrs.		
		Upto 80 Km and 8 hrs.		
		Per Km rate for extra Kms		
		Per Hour rate for extra hours up to 11 pm when taxi is not running (for Halt charges)		
		Night halt charges from 11:00 pm to 05:00am		
3	Tata Indigo	Upto 40 Km and 4 hrs.		
		Upto 80 Km and 8 hrs.		
		Per Km rate for extra Kms		
		Per Hour rate for extra hours up to 11 pm when taxi is not running (for Halt charges)		
		Night halt charges from 11:00 pm to 05:00am		
4	Sunny/SX4	Upto 40 Km and 4 hrs.		
		Upto 80 Km and 8 hrs.		
		Per Km rate for extra Kms		
		Per Hour rate for extra hours up to 11 pm when taxi is not running (for Halt charges)		
		Night halt charges from 11:00 pm to 05:00am		
5		Upto 40 Km and 4 hrs.		

	<b>Toyota Innova</b>	<b>Upto 80 Km and 8 hrs.</b>		
		<b>Per Km rate for extra Kms</b>		
		<b>Per Hour rate for extra hours up to 11 pm when taxi is not running (for Halt charges)</b>		
		<b>Night halt charges from 11:00 pm to 05:00am</b>		
<b>6</b>	<b>Tempo Traveller</b>	<b>Upto 40 Km and 4 hrs.</b>		
		<b>Upto 80 Km and 8 hrs.</b>		
		<b>Per Km rate for extra Kms</b>		
		<b>Per Hour rate for extra hours up to 11 pm when taxi is not running (for Halt charges)</b>		
		<b>Night halt charges from 11:00 pm to 05:00am</b>		

Date:

Signature of authorized person

Place:

Full Name & Designation:

Company's Seal: