

**TENDER NOTICE**

**FOR**

**HIRING OF SERVICE OF TAXI**

**IN THE OFFICE OF ADDITIONAL DIRECTOR GENERAL OF**

**FOREIGN TRADE, (CLA)"**

**GOVERNMENT OF INDIA**  
**MINISTRY OF COMMERCE & INDUSTRY**  
**DEPARTMENT OF COMMERCE**  
**OFFICE OF THE ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE**  
**(C.L.A.) INDRAPRASTHA BHAWAN, 'A' WING, I.P.ESTATE, NEW DELHI-110002**  
**TEL. NO. 011-23379111, 12, 13 Extn. No. 129 Fax No. 23379114**  
**E-Mail: [cladelhi-dgft@nic.in](mailto:cladelhi-dgft@nic.in)**

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Ref. No.:05/33/AM15-16/GENL./CLA/206

05 Jan., 2018

**Since, no bid has been received vide Tender Notice Ref. No. 05/33/AM15-16/GENL./CLA/184 dated 12.12.2017, therefore, re-tendering is being done.**

**TENDER NOTICE**

The Office of Additional Director general of Foreign Trade, CLA, New Delhi invites tenders from reputed firms/Companies for hiring of service of taxi in this Office for one year. The contract may be further extended if the services are found satisfactory and subject to the approval of competent authority.

The Tender documents may be downloaded from the website of the Office i.e. [www.dgft.delhi.nic.in](http://www.dgft.delhi.nic.in). The dealer/firms are required to go through the Terms and Conditions carefully. The Technical and Financial Bids in sealed cover, in prescribed format and other required documents as per tender notice should be submitted to **The Deputy Director General of Foreign trade, CLA, A Wing, I.P. Bhawan, I.P. Estate, New Delhi-110002** by **11.00 AM on 15.01.2018**. The tenders will be opened same day at 02.30 PM in the presence of the bidders who wish to be present.

-sd-

**(Nitish Suri)**

**The Deputy Director General of Foreign trade**

**Ph: 011-23379095**

**To:**

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\_\_\_\_\_  
\_\_\_\_\_

### PREVIEW OF TENDER AND TIME SCHEDULE

Bid reference	<b>No. 05/33/AM15-16/GENL./CLA/206</b>
Issue of Advertisement inviting bids	<b>05.01.2018</b>
Cost of tender/Tender Processing fee to be paid with application (DDs/POs)	<b>Rs.500/-</b> (Non-refundable processing fee)
EMD (DDs/POs)	Rs. 15,000/-
Last date for submitting bids	<b>15.01.2018 at 11.00 AM</b>
Time and date of opening of the technical bid	<b>15.01.2018 at 02.30 PM</b>
Time and date of opening of the Financial bid	<b>15.01.2017 at 03.00 PM</b>
Place of opening the tenders	Conference hall  Office of The Additional Director General of Foreign Trade,

## **ELIGIBILITY CONDITIONS/ PRE-QUALIFICATION**

Tenders satisfying the following conditions will only be considered for further processing. The bidders are required to submit a proof of the supporting document(s), wherever required, failing which, the tender will not be considered.

- a) The company/firm should have valid Registration No. etc., with appropriate authority.
- b) The bidder should have full-fledged/ local office at Delhi.
- c) The bidder should have adequate number of cars and drivers for providing support.
- d) The bidder should have PAN no. (Photocopies of same should be furnished along with the Technical Bid).
- e) The firm has to attach an undertaking annexed with the tender document that the firm has not been blacklisted by any agency in India or abroad.

## **SCOPE OF WORK**

1. Providing of two (2) cars on monthly rental basis (For 300 Hours & 1800 Kms.) for Office of Additional Director General of Foreign Trade (CLA).
2. Number of cars may vary as and when office required.

## **GENERAL TERMS AND CONDITIONS**

1. The contract will be for a period of one year which may be extended for two more years, one year at a time, subject to satisfactory performance/services, requirements and administrative exigencies of the office of the Addl. DGFT, CLA, New Delhi on mutual agreement and on the same rates, and terms and conditions.
2. Bids must be submitted under two bid system, i.e. Technical Bid and Financial Bid. Both Bids must be placed in two separate sealed covers, super scribed, „Technical Bid“ and „Financial Bid“ as applicable. These two envelopes should be placed in a separated sealed envelope, super scribed „**TENDER FOR HIRING OF SERVICES OF**

**TAXI IN THE OFFICE OF ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE, (CLA).’.**

3. The sealed cover(s) must be superscripted with “**TENDER FOR HIRING OF SERVICES OF TAXI IN THE OFFICE OF ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE, (CLA)**” addressed to “Deputy DGFT, A-wing, I.P. Bhawan, I.P. Estate, New Delhi -110002.
4. The bid must be dropped into the Tender Box placed in the THE OFFICE OF ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE, (CLA) by the stipulated date and time.
5. Bids received after the specified date/time will not accepted. The office of Addl. DGFT, CLA, New Delhi will not be liable for any postal/courier and other delays in submission of the bids.
6. Incomplete bids will be summarily rejected.
7. Financial Bids of only those bidders whose Technical Bids are found compliant/suitable, will be opened.
8. The rates are to be quoted in the Performa enclosed herewith both in words and figures. No figures or words should be overwritten. Quotations containing any discrepancy of figures, only typed bid will be considered and hand written quote will be declared as invalid bid.
9. The rates quoted in the Financial Bid should be inclusive of all charges but excluding all taxes. Interested bidders may visit the site, if desired, before quoting their rates.
10. The contract will be awarded to the lowest bidder. (i.e L1).
11. Bids will be opened on the specified date in the presence of those bidders (or their authorised representatives) who may be present.
12. The successful bidder must comply with all applicable statutory requirements under Central and State Government laws and regulations. The contractor shall be responsible for payment of all taxes as applicable.
13. Sub-contracting of the work is not permitted.
14. No joint venture or consortium of any kind is allowed for bidding.
15. Tender must be accompanied by Earnest Money Deposit (EMD) in form of Bank Draft drawn in favour of “THE OFFICE OF ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE, (CLA)” payable at New Delhi. Tenders without EMD will not be considered in any circumstances.

bidders will be refunded after the completion of tendering process. No interest will be paid on the EMD, either to the successful or unsuccessful bidders.

17. If any bidder withdraws his tender before the said period the Office shall without prejudice to any other right or remedy, be at liberty to forfeit the bid security. The EMD will be forfeited on account of one or more of the following reasons:
  - a. The Service Provider with draws or modifies the offer after opening of the bid.
  - b. The Service Provider fails to execute the agreement for undertaking the work.
  - c. The Service Provider fails to deposit the security money after the work order is issued/awarded.
  - d. The Service Provider fails to commence the work as per work order within the time prescribed.
18. The bidder must sign each and every page of the tender document as proof of acceptance of the Terms and Conditions and enclose the signed copy with the Technical Bid.
19. The Office reserves the right to reject any or all the tenders without assigning any reason or reasons thereof. The Office also reserves the right to award the services to one or more than one agencies. Incomplete and conditional tenders shall be rejected.
20. In case of any dispute, the decision of the Addl. DGFT, CLA, New Delhi shall be final and binding.

## **SPECIFIC TERMS AND CONDITIONS**

1. The cost of Tender document is **Rs. 500 /- (Five hundred only) (Non-refundable)**. EMD amount is **Rs.15000./ (Fifteen thousand only)**. The cost of Tender document and the Earnest Money Deposit (EMD) in the form of Demand Drafts, drawn separately in favour of “**the Office of Additional Director General of Foreign Trade (CLA)**” payable at New Delhi, are to be enclosed with the tender, failing which the Tender will be rejected.
2. If the vehicle has performed duty less than 15 days in a month, the payment will be made on per day basis.
3. Additional Director General of Foreign Trade reserves the right to obtain the service from other sources.
4. Under no circumstances, the rates once approved will be changed during contractual period.
5. This office will not be responsible for any lapse on the part of the contractor during or after

the expiry of the contract.

6. The driver of the car should have a valid driving license, be well experienced and familiar with the city roads. The driver should be neatly dressed in dark blue uniform, be disciplined and well mannered.
7. The contractor will have to get the police verification of all the drivers done at his own cost and submit the same to this office.
8. The drivers will have to be provided with mobile phones at the cost of the contractor.
9. The cars and the drivers deployed with an officer will not be changed except with the prior consent of this office.
10. In case the car(s) is not made available on any particular day the office will be at liberty to hire vehicle from any other source at the expense of the contractor.
11. In case the driver reports for duty for more than 15 minutes beyond the scheduled time, a penalty of Rs.100/- would be levied which will be deducted from the bill.
12. Additional penalty can also be imposed if the contractor violates any of the terms and conditions of the contract.
13. The mileage for use of the vehicles will start from the place where the driver is scheduled to report for duty and shall also end at the same place. No night charges will be paid.
14. The agency should be in position to provide additional cars to meet emergent requirement of the office at a short notice.
15. Actual parking charges/toll taxes/state taxes in connection with the official duty will be paid by the contractor.
16. The vehicle will be replaced/arranged by the contractor immediately in the event of break down/accident.
17. The driver will always keep his driving licence, registration certificate, pollution under control (PUC) certificate, car insurance papers and other such documents ready as required by the Govt. Authorities for inspection.
18. The agency must have a 24 hour working telephone system so that the requirement of cars can be intimated at short notice at odd hours/holidays.
19. This office shall not be responsible for damages of any kind for any Mishap/accident/injury caused to the car(s)/driver(s) while performing duty for the office. All liabilities legal or monetary shall be borne by the contractor.
20. The security deposit will be refunded only after the satisfactory completion of the contract.
21. No advance payment will be made in any case.
22. This tender is not transferable.

23. The successful firm will be required to furnish Bank Guarantee in the name of Additional Director General of Foreign Trade for an amount of Rs. 30,000/- within 15 days of award of contract, which will be released to the contractor on satisfactory completion of the contract.
24. If required, the firm will also provide the vehicles on closed holidays including Saturdays and Sundays and no extra payment will be made to them in this regard.
25. The office reserves the right to terminate the contract at any time without assigning any reason. No compensation will be payable for such termination of the contract. However, while terminating the contract, any dues to the contractor for services already rendered will be paid as per terms of the contract. In case of any dispute, the decision of the Additional Director General of Foreign Trade, CLA, New Delhi shall be final.
26. The contractor shall ensure that the registration number of the car provided do not clash with ODD/EVEN scheme of Govt. Of NCT of Delhi, whenever applicable.

#### **BIDDING PROCEDURE**

- a. Bids are invited in two bid system (1) Technical / Pre qualification bid and (2) Financial bid, which shall be sealed separately by mentioning technical bid and price bid on the top of envelope. Both of these two envelopes will then be placed in a single sealed cover.
- b. No bid will be accepted after due date and time under any circumstances. This office will not be responsible for any postal delay/ courier delay and also for reasons beyond the contract of this office.
- c. Technical/ Pre qualification bid must contain the EMD for specified amount, along with complete technical details as desired by this tender. First Technical bid of all the tender will be opened on pre scheduled date, time and venue. Technical bid without EMD will be summarily rejected.
- d. Financial bids, of only successful technical bids will be opened.

#### **SUBMISSION OF BID**

- a. The first envelope shall be super scribed with the name of work and the words. "Technical bid". The first envelope shall be opened on the date of opening of tender. The bidder should specifically provide full technical details of service offered and also shall provide full details of deviation they intend to make from the technical specifications and contract terms detailed in the Bid. No financial details shall be given in this envelope. Violation to this would result invalidation of tender. The Bid Security shall be enclosed with the envelope marked

“Technical bid/Pre-qualification bid”.

- b. The second envelope shall be super scribed with the name of work and the words “Financial Bid”. It shall contain full details of the price & commercial conditions. Any deviation from our standard conditions shall be specifically spelt out.
- c. All offers shall be made available in hard copies as specified in the technical specifications and should be signed by the authorized signatory of the firm on all the pages of the hard copy.
- d. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
- e. The bid should be submitted in the prescribed bid form of this document. All columns of the bid form should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form.
- f. No bid may be modified subsequent to the deadline for submission.
- g. The bid must be dropped into the tender box placed in THE OFFICE OF ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE, (CLA).
- h. Blank or use of word “Noted” against any of the Bid condition shall mean bidder agrees to comply with those conditions of Bid.

#### **OPENING OF BIDS:**

- a. Office will open the Technical bids at scheduled time, date and venue in the presence of the bidders representatives who chose to attend.
- b. The bidder’s representatives who will be present shall sign on the paper evidencing their attendance. In the event of the specific bid opening being declared a holiday for the purchaser, the bid shall be opened at the same time and location on the next working day.
- c. The firm who have submitted the bids and whose offers are found technically suitable shall be informed of the opening date of the second envelope i.e. “Financial Bid”.

#### **EVALUATION OF BIDS**

- a. The Office will examine the bids to determine whether they are complete, required EMD has been furnished and all relevant documents have been properly signed. Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specification and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined based on the technical and financial capability of the bidder to execute the contract.
- b. The Office may examine the bids to determine:

- i) The correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
- ii) The substantial responsiveness of each bid to the bidding: For purpose of these clause, a substantially responsive bid is one, which conforms to all technical specifications and terms and conditions of the bidding documents without material or commercial deviations. The Office's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

**OFFICE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

- a. Office reserves the right to accept or reject any bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Office's action.
- b. The acceptance of tender, will rest with Head of the Office who does not bind himself/herself to accept the lowest bid and reserves the right to reject any or all the tenders receive without the assignment of any reason. All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- c. Canvassing in connection with tenders is illegal and strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.

**AWARD CONTRACT**

Office will award the Contract to the successful Bidder whose bid would be determined to be substantially responsive, technically complied and determined as the best evaluated bid in terms of lowest rates.

S. No.	Type of car	Rates (Rs.) (Monthly) 300 Hrs. & 1800 Kms.	Rates (Rs.) Per additional hour beyond 300 Hours (Rate Rs. Per Hour X 10 hours)	Rates (Rs.) Per additional Km. beyond 1800 Kms. (Rate Rs. Per Km X 10 Kms.)
		(A)	(B)	(C)
1.	Maruti Suzuki Swift Dzire /Toyota Etios Tata Indigo / Hyundai Verna/ Honda City (Yellow stripped)			

**L1 = (A+B+C)**

## **PAYMENT TERMS**

Payment to the service provider will be released on monthly basis subject to satisfactory performance report by the concerned officer and submission of preventive call report. The Service provider shall raise a monthly bill addressed to the **O/o of ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE, (C.L.A.)**, New Delhi and submit by 7th day of the following month. The Office shall process the bill for payment at the earliest possible. No advance payment will be made. Penalties imposed if any, during the quarter shall be deducted from the quarterly payment due to the contractor. In case the contractor fails to provide maintenance due to any reason, no payment will be made. However, all penalties on the contractor shall continue as per penalty clause to be liable even after termination of the contact and same shall be deducted from any other bill or security deposit due to contractor.

## **TERMINATION BY DEFAULT**

- A. Office may without prejudice to any other remedy for breach of contract , by written notice of default sent to vendor , terminate the contract in whole or part –
- i. If the vendor fails to provide service/ rectify the fault within the time period specified in the contract or any extension thereof granted by the Office.
  - ii. If the vendor fails to perform any other obligation under the contract.
- B. In the event the Office terminates the contract in whole or in part the Office may procure, upon such terms and in such manner, as it deem fit , services similar to those undelivered for any excess costs for such similar services. However, the vendor shall continue the performance of the contract to the extent not terminated.

## **APPLICABLE LAW**

The contract shall be interpreted in accordance with the laws of the Union of India and will be under the Jurisdiction of court in Delhi.

## **TAXES AND DUTIES**

Vendor shall be entirely responsible for all taxes, duties, license, fees etc . incurred until delivery of the contracted services to the Office. No tax or duty will be payable by the Office unless specified by the vendor in the price bid.

-sd-  
(Deputy Director General of Foreign Trade)

Copy to Computer Section with a request to upload the Tender Notice on office website

**ANNEXURE-A (TECHNICAL BID DOCUMENT)**

**OFFICE OF ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE, (CLA)”**

1. Name of tendering company/firm/Agency : \_\_\_\_\_  
\_\_\_\_\_
2. Name of Proprietor/Director of company/ : \_\_\_\_\_  
Firm/Agency.
3. Full Address of Regd. office : \_\_\_\_\_  
  
Telephone No. : \_\_\_\_\_  
  
Fax No. : \_\_\_\_\_  
  
Email Address : \_\_\_\_\_
4. Date of incorporation/registration of the Agency  
(Copy of the registration letter to be enclosed): \_\_\_\_\_
5. The Details of the PAN (Attached Copy) \_\_\_\_\_
6. Experience Details (Department Wise : \_
7. Cost of tender :\_
8. EMD details(Amount, Name of the Bank, Branch : \_\_\_\_\_  
No. & date etc.) \_\_\_\_\_  
\_\_\_\_\_

I/we undertake that documents are genuine/authentic and nothing material has been concealed and that I/we are not debarred by any Government organization and competent to contract. I/We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the Bidder) : \_\_\_\_\_

Name and Address : \_\_\_\_\_

(with seal) \_\_\_\_\_

\*Proof of requisite documents and details may be provided in separate annexure accompanying the technical bid.

**ANNEXURE-B**

**UNDERTAKING**

To,

**THE ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE, (CLA)**

A-wing, I.P. Bhawan,

I.P. Estate,

New Delhi -110002

Sir/Madam,

- 1 I/We the undersigned, certify that I/we have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them.
  
- 2 It is further certified that the firm is acceptable and has not been blacklisted by any agency in India or abroad.

Date: \_\_\_\_\_

Signature of the tenderer \_\_\_\_\_

Place: \_\_\_\_\_

with seal

Name of the tenderer: \_\_\_\_\_

with address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE:** - Certificate as per above must be submitted only on non-judicial stamp paper of Rs.20/-

**ANNEXURE-C (FINANCIAL  
BID DOCUMENT)**

**THE OFFICE OF ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE,  
(CLA)”**

**RATE**

<b>S. No.</b>	<b>Type of car</b>	<b>Rates (Rs.) (Monthly) 300 Hrs. &amp; 1800 Kms.</b>  <b>(A)</b>	<b>Rates (Rs.) Per additional hour beyond 300 Hours</b>  <b>(Rate Rs. Per Hour X 10 hours)</b>  <b>(B)</b>	<b>Rates (Rs.) Per additional Km. beyond 1800 Kms.</b>  <b>(Rate Rs. Per Km X 100 Kms.)</b>  <b>(C)</b>
1.	Maruti Suzuki Swift Dzire /Toyota Etios Tata Indigo / Hyundai Verna/ Honda City (Yellow stripped)			

**Note: L1 = A+B+C**

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

Seal of the Firm \_\_\_\_\_

Place: \_\_\_\_\_

**DECLARATION**

I hereby certify that the information furnished above is full and correct to the best of my Knowledge. I understand that in case deviation is found in the above statement at any stage, the concern shall be blacklisted and shall not have any dealing with the Department in future.

(Signature of the Authorized Signatory with date)

