

NATIONAL INSTITUTE OF FASHION TECHNOLOGY

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India)

TENDER DOCUMENT FOR HIRING OF DLY/TAXI SERVICES

NIFT (Head Office) National Institute of Fashion Technology, NIFT Campus, Near Gulmohar Park, Hauz Khas, New Delhi – 110016

Time schedule for tender process:

Date of publication of tender notification on CPP Portal	14 th August, 2023
Last date and time for submission of online bids on CPP portal	5 th September, 2023, 3:00 p.m.
Date and Time of the opening Technical Bids	6 th September, 2023, 3:30 p.m.
Date and Time of the opening Financial Bids	will be notified to the technically qualified tenderers

Note: This tender document contains 24 pages (total no. of pages including Annexures) and tenderers are requested to sign on all the pages while submitting their bids.



<u>INDEX</u>

S.No	Particulars	PageNo.
1.	Introduction	3
2.	Notice Inviting Tender	3-4
3.	Online Submission of Bids	4-5
4.	Technical Eligibility Criteria	5-6
5.	Price Bid	6-7
6.	Scope of work	7
7.	Terms & Conditions	7-10
8.	Liquidated Damages	10-11
9.	Terms of Payment	11-12
10.	Security Deposit	12
11.	Conciliation/ Arbitration	12-13
12.	Applicable Law And Jurisdiction	13
13.	Annexure – I (Technical Bid)	14-15
14.	Annexure – IA (Details of vehicles)	16-17
15.	Annexure – II (Financial Bid)	18-19
16.	Annexure –IIA (Financial Bid)	20-21
17.	Annexure – III (Bank Guarantee format for furnishing EMD)	22
18.	Annexure – IV (Bank Guarantee format for Security Deposit)	23-24



1. INTRODUCTION

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 18 Campuses. NIFT Head Office is located near Gulmohar Park, Hauz Khas, New Delhi – 110016. On behalf of its 18 Campuses, NIFT Head Office conducts various events at Delhi and adjoining areas for expanding outreach. NIFT, headed by a Director General, has 10 Heads of Department who are entitled for official vehicle – either owned or hired through agencies. NIFT Head Office intends to hire a Taxi Service provider agency for providing taxi services for 2-3 cars on monthly basis as well as for day-to-day basis (number of taxis will vary as per requirement).

2. NOTICE INVITING TENDER

- 2.1 The National Institute of Fashion Technology (NIFT) invites Online tenders through CPP Portal from reputed DLY/Taxi service agencies under **"TWO BID SYSTEM"** for hiring of a single agency to provide electric vehicles for monthly Taxi service and electric/CNG/Petrol vehicles for day-to-day hiring of taxis for NIFT Head Office, Near Gulmohar Park, Hauz Khas, New Delhi-110016.
- 2.2 The selected agency after due tender process will be required to execute a service contract initially for a period of one year, extendable on mutual consent of both the parties for another two years on year-to-year basis subject to the satisfactory performance of the agency during the contract validity period and on the same terms and conditions as per the original contract. Therefore, the bidders should not seek any revision in rates during the currency of the contract or at the time of extension of contract after first year or subsequent years thereafter.
- 2.3 The details of the tender are given below:-
 - (a) Description of Services: Hiring of a single agency for providing electric cars for monthly DLY/Taxi service and electric/CNG/Petrol vehicles on day-to-day hiring basis for <u>NIFT Head Office, NIFT Campus, Near Gulmohar Park,</u> <u>Hauz Khas, New Delhi-110016.</u>
 - (b) Closing date & time for submission of bids: <u>3:00 P.M. on 5th September,</u> <u>2023</u>
 - (c) Date & time of opening of Bid :-
 - (i) Technical bid will be opened <u>on 6th September, 2023 at 3:30 P.M.</u>(in presence of the tenderers or their authorized representatives, who wish to attend. However, there shall be no extension or postponement only for the reason of non-attendance of the bidders/authorised representatives of bidders during bid opening.
 - (ii) **Financial bid** : After evaluation of Technical Bid, date & time will be



informed to technically qualified bidders only. Financial bid of only the technically qualified bidders will be opened on a such specified / informed date.

- (iii) **Bid validity period** :60 days from the date of receipt of financial bid.
- 2.4 **"TWO BIDS SYSTEM"** shall be followed for this tender. Bids received shall be evaluated as per the criteria prescribed in the tender document. NIFT will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender terms and conditions specifying their acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work.
- 2.5. Late bids i.e. bids received after the specified date and time, due to whatever reason, shall not be considered.
- 2.5 The tender document is not transferable to any other person. The tender document can be downloaded from the NIFT's official website <u>www.nift.ac.in</u> as well as from Central Public Procurement Portal i.e. <u>https://eprocure.gov.in/eprocure/app</u> for reference.
- 2.6 Clarification, if required, relating to downloading or registration of this tender on CPP portal or for grievance related to online bidding condition, bidding process and/or rejection of bid can be sought from :-

Assistant Director (Purchase), NIFT, Head Office, New Delhi – 110 016 Phone No. 011-26542176/71 email ID : <u>purchase.ho@nift.ac.in</u>

2.7. The grievance related to bidding condition shall be sent in writing at least 10 days in advance of the stipulated date of submission of bid.

3. ONLINE SUBMISSION OF BIDS

The process of online submission of bids is available on CPP portal i.e. 3.1 https://eprocure.gov.in/eprocure/app. Bids in response to this tender will be accepted through the online mode only through https://eprocure.gov.in/eprocure/app alongwith the proof of scanned copies of Earnest Money Deposit (EMD) of Rs. 40,000/- (Rupees Forty thousand only) in the form of Demand Draft/Banker Cheque, fixed deposit receipt, Bank Guarantee in favor of 'National Institute of Fashion Technology' and payable at New Delhi with all relevant documents. The bidder can also submit the EMD online in NIFT account as per bank details given below:-

Name of Beneficiary	: National Institute of Fashion Technology
Bank	: Union Bank of India, Yusuf Sarai Branch, New
	Delhi – 110016
IFSC / RTGS Code	: UBIN0534064
Savings Bank A/c No.	: 340602050000022



- 3.2 Original EMD may be sent to the Protocol Officer, National Institute of Fashion Technology, Head Office, Near Gulmohar Park, Hauz Khas, New Delhi – 110016. Phone No. 011- 26542016 / 26530812 on or before 5th September, 2023, till 3:00 P.M.
- 3.3 Technical & Financial bid must be submitted online on CPP Portal as per Annexure I, I(A), II & II (A) only.
- 3.4. Bids must be submitted in prescribed tender form in online mode only. The bids shall be liable for rejection if not submitted in the prescribed format or if complete information is not given or the data asked for in the tender document is not filled.
- 3.5 This tender document is being issued with no financial commitment and NIFT reserves the right to change or vary any part thereof or foreclose the case at any stage. NIFT also reserves the right to reject any or all of the offers by providing adequate reason for doing so through email to the concerned bidder or all bidders, as the case may be. NIFT also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security or any other ground which shall be informed to the concerned vendor through suitable form of communication.
- 3.6. The terms and conditions mentioned at para 7 should not be altered by the tenderer/bidder. No paper shall be omitted from the tender document.
- 3.7. The name and address of the tenderer must be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender.

The interested bidders are advised to read carefully the entire tender document before submitting their tender. The tender documents not received online or not in prescribed format or found incomplete in any respect will be summarily rejected.

The bidders are required to sign each and every page of this tender document for acceptance of terms and conditions and submit along with their bids.

4. TECHNICAL ELIGIBILITY CRITERIA

- 4.1 Taxi operators, whose taxi stand is situated within 20 (Twenty) kilometers radius from NIFT Campus, Hauz Khas, Near Gulmohar Park, New Delhi 16 will only be considered eligible to submit the tender documents (Please attach the proof of distance with technical bid).
- 4.2 Only registered Firm/Company/Agency shall be eligible to apply. (Please attach a copy of Registration No. of Firm/Company/Agency with the technical bid.)
- 4.3 The tenderer / bidder firm should have registered in its name at least 10 (Ten) commercial DLY Taxi Cars out of which at least 3 cars should be electric cars (sedans such as Mahindra Verito, Tata Tigor, Hyundai Xcent, Honda Amaze, Maruti Suzuki Dzire, Toyota Etios; premium sedans such as Maruti Ciaz, Honda City,

I accept the above Terms & Conditions



Hyundai Verna, Toyota Corolla; 7-seater premium SUVs such as Toyota Innova, Innova Crysta, Ertiga, Tata Safari& other similar sedan, premium sedan or 7-seater premium SUVs respectively). (Please attach a copy of the registration certificates along with valid insurance papers of vehicles with the Technical Bid. RC and insurance papers of at least 10 (but not more than 15) vehicles purchased in or after 2020 should be submitted.)

- Note :For this purpose, 'Sedan' segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm and 'Premium Sedan' segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually of length about 4600 mm.
- 4.4 The tenderer / bidder should have a minimum average annual turnover of Rs. 25 lacs during any two consecutive financial years in last three years i.e. 2020-21, 2021-22 and 2022-23 (Audited balance sheet duly certified by the registered Charted Accountant must be attached with technical bid).
- 4.5 Experience of supply of taxies in Central / State Government / PSUs / Private reputed Companies / Banks etc. for last 3 consecutive years i.e. 2020-21, 2021-22 and 2022-23 (Copy of work orders or experience to be attached).
- 4.6 The tenderer/bidder should have valid PAN Card. (Attach a copy of the same with the Technical Bid).
- 4.7 The tenderer/bidder should have valid GST Number (Attach a copy of the same with the Technical Bid).
- 4.8 The agency applying for empanelment should not have been blacklisted by any Ministry/ Department/ Organisation/ PSU/ Autonomous Body. (**Self-certification on the letter head of the Agency shall be enclosed**).
- 4.9 Earnest Money (EMD) of Rs. 40,000/- (Rupees Forty Thousand only) in the form of Demand Draft /Banker Cheque/ Fixed Deposit receipt/Bank Guarantee (as per Annexure-III) in favour of 'National Institute of Fashion Technology' and payable at New Delhi with all relevant documents (except those who are specifically exempted by NSIC/ MSME/ DIPP certifications) should accompany the Technical bid document. Those exempted from submission of EMD must submit certificate issued by Department of Micro, Small and Medium Enterprises (MSME) / NSIC etc. or Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

5. <u>PRICE BID</u>

5.1 The contract will be awarded to *L-1 bidder/agency of Annexure-II, provided the L-1 bidder/agency agrees to match the lowest rates quoted by any of the agencies in column (B) (3), (B) (4) and (B) (5) of Annexure-II (A).*

I accept the above Terms & Conditions



5.2 L-1 of Annexure-II is essentially required to match the lowest rates of each column of row (B) of Annexure-II (A) so that a single agency is engaged for providing both monthly as well as day-to-day hiring services at lowest rates. In case L-1 of Annexure-II does not agree to match the lowest rates of Annexure-II (A) or withdraws bid within bid validity period or expresses inability to perform contract after its award or issue of Letter of Award, EMD of such bidder shall be forfeited. Bidders are informed that the majority requirements are of electric vehicles on monthly basis. Day-to-day hiring requirement is comparatively low.

5.3 In case of multiple L-1 of Annexure-II who agree to match the lowest rates of Annexure-II (A) as described above, the contract will be awarded to the agency having higher number of electric vehicles. If number of electric vehicles is also equal, then the contract will be awarded to the agency having higher number of electric vehicles purchased in year 2023, then 2022, and so on.

6. <u>SCOPE OF WORK</u>

The NIFT Head Office, at Hauz Khas, New Delhi requires the services of reputed well established Taxi Service Provider Company / Firm / Agency (hereinafter referred to as Agency) to provide electric sedan taxi cars on monthly hiring basis and electric / CNG / Petrol vehicles on day-to-day hiring i.e. on-call basis for local (NCR) / outstation journeys. Tenderer shall be able to supply on hire electric/CNG/petrol AC cars of Sedan or premium Sedan or 7-seater premium SUVs for local (Delhi-NCR region) as well as for outstation journeys for use by NIFT officials. However, no definite volume of work can be guaranteed during the currency of the contract and no assurance can be given as to the quantum of the requirements in advance at the time of tender. NIFT requires approximately 2 to 3 electric sedan cars on monthly basis, which may increase or decrease as per the decision of the competent authority of NIFT Head Office.

7. GENERAL TERMS & CONDITIONS

- 7.1 The online bids will be accepted by **NIFT upto 3:00 P.M. on 5th September, 2023.** Any bid received at NIFT after the above prescribed deadline shall neither be accepted nor considered.
- 7.2 The EMD of Rs. 40,000/- shall be forfeited if: -
 - (a) The bidder withdraws his bid during the period of bid validity.
 - (b) In the case of failure of successful bidder to furnish the required Security Deposit within the specified time limit.
 - (c) The bidder amends offer, rates or terms during the validity of the offer.
 - (d) On emerging as L-1 for monthly hiring of electric cars as per Annexure-II, such L-1 bidder declines to match in Annexure-II (A) the respective lowest rates of each column of row (B), which might be quoted by any bidder
- 7.3 The EMD of the successful bidder shall be discharged only after furnishing of the required security deposit. EMD of unsuccessful bidders will be returned within 30 days of the signing of contract between NIFT and the successful bidder/agency.
- 7.4 The bid shall have a minimum validity period of 2 months from the date of receipt of the bid at NIFT.



- 7.5 Taxi stand of the bidder agency must be situated within 20 (Twenty) kilometers radius from NIFT Campus, Hauz Khas, Near Gulmohar Park, New Delhi 16.
- 7.6 The tenderer / bidder shall provide commercial taxies of models from the year 2021 or newer in excellent working condition, engine-wise as well as appearance-wise. The concerned tenderer / bidder shall also ensure that the odometers of such taxicars/ are in perfect working order.
- 7.7 The travel/transport requirements of NIFT shall include, inter-alia, picking-up and dropping of NIFT officials/guests shift-duty from their residences round-the-clock; traveling between office and the actual place of field duty/ traveling between office & place of official meetings / conferences / seminars / functions etc., traveling to and from airports / railway stations; any other travel requirement.
- 7.8 The vehicles shall be registered in the name of the tenderer/bidder or in the name of bidder agency/firm. The agency will, prior to the commencement of the operation of Taxi Services contract, make available to NIFT the particulars of all the drivers who will be deployed at NIFT. The commercial taxies should have all valid required documents.
- 7.9 All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
- 7.10 All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
- 7.11 All vehicles should always be in excellent working condition (both internally and externally).
- 7.12 The agency shall ensure that the vehicles deployed are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
- 7.13 All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel/ full charged battery. In addition, the driver should have enough money at his disposal to purchase additional fuel, if required during the course of journey. NIFT will not make any arrangement for providing fuel for such Taxis or advance money for such purposes (including for outstation journeys).
- 7.14 The vehicle deployed shall be parked in NIFT Head Office premises during the duty hours and cannot be taken out without written permission from the Protocol Officer of NIFT.
- 7.15 The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience. The drivers should possess sound health



and be free from diseases and must have taken both doses of COVID Vaccine and while on duty wear a valid Identity card with proper uniform issued by the Agency.

- 7.16 The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also always have an active internet connection where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be always reachable during duty hours.
- 7.17 The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by NIFT, use of abusive language, theft, shall attract deduction as per provisions of the contract.
- 7.18 A daily record indicating time and mileage for each vehicle hired on monthly basis shall be maintained by the driver in a log book in a format as per Govt. instructions and the log book shall be submitted to the concerned officer in NIFT, New Delhi regularly for scrutiny. In case of taxi hired on day-to-day basis, duty slip duly signed by the user and journey commence & end reading of odometer shall be provided with bill.
- 7.19 The agency shall ensure that assigned vehicle and driver report within one hour of booking request by NIFT, or as mutually agreed time.
- 7.20 Individual signing the tender document or other documents connected with the tender must specify whether he signs as:-
 - (a) A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - (b) A partner of the firm if it is a partnership, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - (c) Director or Principal Officer duly authorized by the Board of Directors of the Company.
 - (d) In case of (b) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate of registration of power of attorney should be attached along with the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (c) the person signing the tender document should be authorized

I accept the above Terms & Conditions



by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.

- 7.21 The tenderer / bidder is required to quote the vehicle specifications as per **Annexure-I (A).** The specifications should be clearly written and there should be no overwriting.
- 7.22 The vehicles shall be provided, as and when required, at the office of NIFT, Hauz Khas, New Delhi- 110016 or at any other place within the jurisdiction of Delhi-NCR. The vehicles must have the following accessories / utilities :-
 - (a) Clean seat covers
 - (b) Good quality radio music system
 - (c) Tissue paper box
 - (d) Car perfume
 - (e) Mobile charger
 - (f) Seat Belts (Front Rear)
 - (g) Umbrella
 - (h) Reading light
- 7.23 The tenderer / bidders are required to quote rates as per Annexure II & II (A). The Bidder shall quote the rates in figures as well as in words. The figures should be clearly written and there should be no overwriting. In the event of any difference between the figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the individual totals shown in the Price Bid, the individual totals shall prevail.
- 7.24 Any act on the part of the tenderer / bidder to influence anybody for favourable treatment / preference would make him liable for rejection of his tender.
- 7.25 NIFT shall have the absolute right not to accept a particular driver without assigning any reason, whatsoever, to the agency. The concerned agency on its part shall be responsible to replace such driver(s) at once.
- 7.26 The concerned agency shall be fully responsible in case of any violation of traffic rule(s) by the drivers of the taxi-cars deployed on duty of NIFT as also in the event of any loss, damage or accident involving such taxi-cars. NIFT shall have no liability, whatsoever, in this regard.
- 7.27 All the documents are required to be in English. Certified translation in English shall be submitted in case they are in any other language.

I accept the above Terms & Conditions



8. LIQUIDATED DAMAGES

NIFT reserves the right to terminate the contract at any time by giving one month's written notice to the agency, if the services are found unsatisfactory, and also has the right to award the contract to any other agency at the cost, risk and responsibility of the agency and excess expenditure incurred on account of such award/hiring will be recovered by NIFT from Performance Security Deposit or pending bill or by raising a separate claim as the case may be against the defaulting agency.

9. TERMS OF PAYMENT

- 9.1 Counting of mileage (Kilometers) and timing (duration of hire) will start from NIFT Head Office, New Delhi and terminate at the taxi-stand of the Transporter at the end of a particular hiring.
- 9.2 The rate applicable to a particular slab shall be payable if a vehicle exceeds either the duration or the kilometers of the previous slab.
- 9.3 Parking and Toll Tax shall be paid on the spot by the concerned agency (through their drivers) and the same shall be reimbursed to the agency on monthly basis along with monthly bills for payment.
- 9.4 The agency will maintain monthly payment data. The payment shall be released on monthly basis on submission of bill in duplicate by the agency within 15 days.
- 9.5 The agency shall ensure that a proper account of each and every journey made by the taxi-cars deployed to NIFT is maintained by the respective drivers and is submitted to the Protocol Officer of NIFT along with the bill.
- 9.6 In case, the agency fails to deploy the actual number of taxi-cars required by NIFT, on a particular day/occasion, NIFT shall be free to make alternate arrangements of equivalent standard from other sources. The entire and actual cost incurred by NIFT on making such alternate arrangements shall be fully borne by the defaulting agency without any reference to the hire charges applicable under the contract with him. Such cost will be deducted from the bills submitted by the agency and payment will be made by reducing the bill amount accordingly. The agency shall be barred from claiming for such short payment.
- 9.7 In case of any breakdown of a particular taxi-car deployed on hire to any of the concerned Official/guest during the course of a particular journey, the tenderer / bidder shall bear the actual cost incurred by the official/guest concerned to complete that particular journey by alternative means of transport of equivalent standard. The tenderer / bidder shall also be responsible to provide replacement of such broken-down taxi-car at once.
- 9.8 All Challans/Transport Authority payments will be borne by the tenderer / bidder.
- 9.9 The agency shall be responsible to provide the vehicles without any obstacles and within 30 minutes of the call. Delay in arrival beyond 30 minutes from the scheduled

I accept the above Terms & Conditions



time, shall attract deductions. If the agency fails to provide the vehicle or fails to provide the desired vehicle within stipulated time more than twice in a single month, then Rs. 500/- for each such instance of failure will be deducted from the bill payment.

9.10 The rates quoted should be excluding the GST. For claiming GST, the agency has to submit proof of payment of GST on monthly basis.

10. SECURITY DEPOSIT

The successful bidder shall deposit an amount of **Rs. 1,40,000/- (Rupees One Lac Forty Thousand only)** as Security Deposit in the form of Demand Draft / banker cheque/FD/BG in favour of NIFT, payable at New Delhi. Security Deposit shall be submitted in sealed envelope addressed to Protocol Officer, National Institute of Fashion Technology, Head Office, 2nd Floor, Room No. 9, Hauz Khas, Near Gulmohar Park, New Delhi – 110016 within 10 days of date of letter of award. No interest shall accrue on this deposit, which will be returned after the successful completion of contract and after adjusting dues if any, of the agency to NIFT. The successful bidder can also submit the Security Deposit online in NIFT account as per bank details given below:

Name of Beneficiary	: National Institute of Fashion Technology
Bank	: Union Bank of India, Yusuf Sarai Branch, New
	Delhi – 110016
IFSC / RTGS Code	: UBIN0534064
Savings Bank A/c No.	: 340602050000022

Alternately, EMD of successful bidder may be converted into commensurate portion of security deposit if the bidder / Agency so requests by written communication to NIFT.

- 10.1 The Security Deposit of the agency shall be liable to be forfeited :-
 - (a) If the tenderer/bidder breaches the terms and conditions of the contract after accepting the work order.
 - (b) If the tenderer/bidder fails to commence the service within 10 (Ten) days of the receipt of the letter of award.
- 10.2 The tenderer / bidder when submitting request for termination of contract shall be bound to give reasons.
- 10.3 Escalation clauses shall not be accepted on any ground during the currency of contract.

11. CONCILIATION/ ARBITRATION

11.1. If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and



settlement through a committee appointed by NIFT in consultation with the other party.

- 11.2. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by NIFT with the mutual consent of the other party.
- 11.3. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the agency shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the agency shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 11.4. The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- 11.5. The arbitrator will give the speaking and the reasoned Award. The Parties will not be entitled to any pendente-lite interest during arbitration proceedings.

12. APPLICABLE LAW AND JURISDICTION

- 12.1. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.
- 12.2. The Agency will be required to follow professional ethics and regulatory rules/ laws, if any, while dealing with NIFT and ensure confidentiality in matters that may become detrimental/ cause loss or damage to the interest/ image of NIFT in any manner.
- 12.3. NIFT reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of NIFT action.
- 12.5. After award of LOA, the Agency is required to enter into a Contract with NIFT on the terms and conditions as detailed in the tender document.
- 12.6. On finalization of tender the selected bidder needs to submit declaration under anti profiteering applicable as per GST laws.

(Signature of the authorized person with seal)

I accept the above Terms & Conditions



Annexure-I

TECHNICAL BID

	Name of the Agency	
	Registered Office	
	Address of Communication	
	Telephone number of the contact :	
	Person (Mobile number if any)	
	Name of Director /Proprietor /Partners	
	(With address and telephone No.)	
1.	Taxi operators, whose taxi stand is situated within 20	
	(Twenty) kilometers radius from NIFT Campus, Hauz	
	Khas, Near Gulmohar Park, New Delhi – 16 will only be	
	eligible to submit the tender documents (proof of	
2.	distance must be enclosed with technical bid) Registration of Firm/Company/Agency. (Kindly	
Ζ.	Registration of Firm/Company/Agency. (Kindly attached a copy of Registration no. with technical	
	bid)	
3.	The tenderer / bidder should have registered at least 10	
0.	(Ten) commercial DLY Taxi Cars (like Hyundai Xcent,	
	Honda Amaze, Maruti Ciaz, Maruti Suzuki Dzire, Toyota	
	Innova, Innova Crysta, Ertiga, Tata Safari& other similar	
	sedan, premium sedan or 7-seater premium SUV cars)	
	in the name of tenderer/bidder. (Also attach a copy of	
	the registration certificates along with insurance	
	papers of vehicles not more than 15 with the	
	Technical Bid). Refer Annexure 1-A	
4.	The tenderer / bidder should have a minimum average	
	annual turnover of Rs 25 lacs for any two consecutive	
	years in last 3 years i.e. 2020-21, 2021-22 and 2022-	
	23(Audited balance sheet duly certified by the	
	registered Charted Accountant also be attach with	
5.	technical bid).	
5.	Experience for supply of taxies in Central / State Government / PSUs / Private reputed Companies /	
	Banks etc. for any two consecutive years in last 3 years	
	i.e. 2020-21, 2021-22 and 2022-23 (Copy of work order	
	or experience to be attached).	
6.	The tenderer/bidder should have valid PAN Card. (Also	
	attach a copy of the same with the Technical Bid).	
7.	GST no. (Copy to be enclosed)	
<i>1</i> . 8.	The bidder is required to sign each page of each part of	
0.	this tender document for acceptance of terms and	
	conditions and submit alongwith bid.	
L		



9.	A self-attested form stating that "the agency / bidder	
	applying for empanelment has not been blacklisted by	
	any organization" is required to be enclosed	
10.	Those exempted from submission of EMD must submit	
	certificate issued by Department of Micro, Small and	
	Medium Enterprises (MSME) / NSICs etc. or Start-ups	
	as recognized by Department of Industrial Policy and	
	Promotion (DIPP).	
11.	Earnest Money (EMD) of Rs.40,000/- (Rupees Forty	
	Thousand only) in the form of Demand Draft /Banker	
	Cheque/ Fixed Deposit receipt/Bank Guarantee (as per	
	Annexure-III) in favour of 'National Institute of Fashion	
	Technology' and payable at New Delhi with all relevant	
	documents (except those who are specifically exempted	
	by NSIC certifications) should accompany with the	
	Technical bid document.	

Any other information which you would like to add (may be given on a separate page)

(Supporting Documents to be attached duly signed by the authorized signatory of the organization)

I/We do hereby certify that the information as provided above in the proposal is true in all respects. In case of furnishing of any false information or suppression of any material information, the proposal shall be liable for rejection. Besides initiation of penal proceeding by NIFT, if deems proper.

(Signature of the authorized person with seal)

Note : For this purpose, 'Sedan' segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm and 'Premium Sedan' segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually of length about 4600 mm.

I accept the above Terms & Conditions



Annexure - I (A)

Details of minimum 10 Taxi Cars [out of which at least 3 should be electric cars purchased in or after 2021] possessed by the tenderer/bidder (like Tata Tigor, Mahindra Verito, Hyundai Xcent, Honda Amaze, Maruti Ciaz, Swift Dzire, Toyota Innova, Crysta, Ertiga & other similar sedan, premium sedan or 7-seater premium SUV cars. Details of only those cars should be provided which were purchased in or after 2020.

S.N.	Registration No of Taxi Cars	. Make and Model	Electric vehicle or CNG / Petrol	Year of purchase	Comprehensive Insurance valid upto (attach copy of the same)	
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						
(7)						

I accept the above Terms & Conditions

(Full Signature & Stamp of the Tenderer)



(8)			
(9)			
(10)			
(11)			
(12)			
(13)			
(14)			

Date:

Place :

Yours faithfully,

(Signature of the Authorized person) Name Designation Company Seal



ANNEXURE – II

FINANCIAL BID (For providing electric AC cars of 2021 and newer model on Monthly basis)

S. No.	Model of vehicle	2400 Kms and 25 days per month and upto 300 hrs. per month with six days working in a week i.e. Monday to Saturday	Extra charges per k.m. beyond 2400 km	Extra charges per hour beyond 300 hrs.
		(Per month rates in Rs.)	(Per k.m. charges in Rs.)	(Per hour charges in Rs.)
(1)	(2)	(3)	(4)	(5)
(A)	Electric Sedan i.e. AC Tata Tigor, Mahindra Verito, Suzuki Dzire, Hyundai Xcent, Honda Amaze, Toyota Etios and similar sedan cars of other brands / manufacturers			
(B)	Night charges & Timing			

NOTE : The rates quoted should be excluding the GST. For claiming GST, the vendor has to submit proof of payment of GST in the monthly basis.

I / we Accept the terms and conditions stipulated in your above quoted tender and agree to abide by the same.

Note :-

1. The Bid of only those bidders will be considered for finalization of tender who have quoted rates as per Annexure – II & II (A) (Financial Bid).

I accept the above Terms & Conditions



2. The award of contract will be decided on the rates of above L-1 bidder of monthly basis provided he/she agrees to match the lowest rates quoted by any bidder in each column of row (B) at Annexure-II (A) so that a single agency can be hired for meeting both the requirements i.e. monthly basis electric cars as well as day-to-day hiring of electric/CNG/Petrol vehicles.

3. In case, multiple L-1 bidders in per Annexure II and all such bidders have agreed to match the lowest rates of all columns of row (B) of Annexure-II (A), the contract will be awarded to that L-1 bidder who possesses higher number of electric vehicles. In case number of electric vehicles are also same, then the L-1 bidder having higher number of electric vehicles purchased in 2023, then in 2022, then in 2021 and so on and so forth.

Note : For this purpose, 'Sedan' segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm and 'Premium Sedan' segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually of length about 4600 mm.



ANNEXURE – II (A)

FINANCIAL BID

(For providing AC electric / CNG / Petrol taxies of model 2020 or newer on day-to-day basis for Delhi / NCR as well as outstation hiring)

S. No	Slab	Petrol / CNG variant of AC Sedan i.e. Swift Dezire, Hyundai Xcent, Honda Amaze & other similar AC compact sedan of other brands / manufacturers (in Rs.)	Premium Sedan i.e. Suzuki Ciaz,	
(1)	(2)	(3)	(4)	(5)
(A)	4 hrs/40 kms			
(B)	8hrs/80 kms			
(C)	Extra Kms			
(D)	Extra Hrs			
(E)	Night Charges & Timing			

Note : The rates quoted should be excluding the GST. For claiming GST, the vendor/agency has to submit proof of payment of GST in the monthly basis.

Reference clause 5.1 (Price Bid) - The Bid of only those bidders will be decided at the time of finalization of tender who have quoted rates as per Annexure – II & II (A) (Financial Bid).

I accept the above Terms & Conditions



The award of contract will be decided on the rates of L-1 bidder of monthly basis i.e. Annexure – II who agree to match the lowest rates quoted by any bidder in columns (3), (4) and (5) against row (B) in this Annexure-II (A) so that a single agency can be hired for meeting both the requirements i.e. monthly basis electric cars as well as day-to-day basis electric/CNG/Petrol vehicles.

In case, multiple L-1 bidders in per Annexure II and all such bidders have agreed to match the lowest rates of all columns of row (B) of Annexure-II (A), the contract will be awarded to that L-1 bidder who possesses higher number of electric vehicles. In case number of electric vehicles are also same, then the L-1 bidder having higher number of electric vehicles purchased in 2023, then in 2022, then in 2021 and so on and so forth.

Note : For this purpose, 'Sedan' segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm and 'Premium Sedan' segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually of length about 4600 mm.



Annexure – III

BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas						
		(hereir	nafter called	the "tenderer")		
has	submitted	their	offer	dated	for	
		(here	inafter callec	the "tender")		
against	the	purc	haser's	tender	enquiry No. KNOW ALL MEN by these	
KNOW ALL MEN by these presents that WE						
of the said Bank this 2023 THE CONDITIONS OF THIS OBLIGATION ARE:						

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity : -

a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept / execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

(Signature of the authorized officer of the Bank) Name and designation of the officer Seal, name & address of the Bank and address of the Branch

I accept the above Terms & Conditions



Annexure – IV

Bank Guarantee Format for Furnishing Security Deposit

- 1. In consideration of National Institute of Fashion Technology, having its Head Office at NIFT Campus, Near Gulmohar Park, HuazKhas, New Delhi – 110016 (hereinafter referred to as NIFT which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of NIFT's Letter of Intent No.-----dated-----and the same having been unequivocally accepted by the contractor resulting in a 'Contract' bearing No.------dated validate Rs._____ (Rupees only) for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs.-----(Rupees-----(Rupees-----value of the contract to NIFT, we.....having its Head Office at pression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay NIFT, on demand any and all money payable by the Contractor to the extent of Rs.-----only) as aforesaid at any time upto without any demand reservation contest, recourse for protest Bank shall be conclusive and binding notwithstanding any difference between NIFT and Contractor or any dispute pending before any Court, Tribunal or any other authority.
 - 1. We, the ------Bank undertake not to revoke with guarantee during its currency without previous consent of NIFT and further agree that the guarantee herein contained shall continue to be enforceable till NIFT discharges this guarantee or which is earlier.
 - 2.NIFT shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. NIFT shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or two forbear to enforce any covenants, contained or implied, in the Contract between NIFT and the Contractor or any other course or remedy or security available to NIFT. The Bank shall not be released of its obligations under this guarantee by any exercise by NIFT of its liberty with reference to the matter aforesaid



or any of them or by reason of any other acts of omission or commission on the part of NIFT or any other indulgence shown by NIFT or by any other matters or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

- 3. The Bank also agrees that NIFT and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without processing against the Contractor and notwithstanding any security or other guarantee that NIFT may have in relation to the Contractor's liabilities.
- 4. This guarantee shall not be affected by any changes in the constitution of Contractor nor shall it be affected by any charges in the constitution of NIFT or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by absorbing or amalgamated company or concern.
- 5. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs.----- (Rupees only) subject to the clause as stated immediately hereafter. This guarantee shall remain in force till.
- 7. We-----Bank shall be discharged of our liability under the guarantee unless a claim is made by NIFT within 3(three) months from the date of expiry of this Bank Guarantee.

I accept the above Terms & Conditions