

राष्ट्रीय उपभोक्ता विवाद निवारण आयोग

भारत सरकार

“उपभोक्ता न्याय भवन” एफ – ब्लॉक, जी.पी.ओ. कॉम्पलेक्स

आई.एन.ए, नई दिल्ली – 110023

दूरभाष नः 24608711, 24608714

फैक्स नंबर. 24651505

निविदा

एन.सी.डी.आर.सी के लिए कारों को किराये पर लेने के लिए।

एन.सी.डी.आर.सी. के माननीय सदस्यों के उपयोग हेतू चालक सहित कारें, दैनिक/मासिक किराये के आधार पर, प्रदान करने के लिए प्रतिष्ठित ठेकेदारों/सेवा प्रदाताओं से मोहरबंद कोटेशन आमंत्रित की जाती हैं। कोटेशन प्रारूप एवं शर्तों संबंधित जानकारी के लिए एन.सी.डी.आर.सी के कार्यालय में किसी भी कार्य दिवस को दोपहर 2.00 बजे से सायं 5.00 बजे तक सम्पर्क करें। संबंधित जानकारी आयोग की वेबसाइट : <http://ncdrc.nic.in> पर भी उपलब्ध है। विधिवत भरी हुई मोहरबंद कोटेशन एन.सी.डी.आर.सी. के कार्यालय में दिनांक 06.08.2018 को सायं 4:00 बजे तक प्रस्तुत कर सकते हैं। सभी प्राप्त मोहरबंद कोटेशन को उसी दिन दिनांक 07.08.18 को सायं 4:00 बजे बोली लगाने वाले/अधिकृत प्रतिनिधियों के समक्ष खोला जाएगा।

(अजय कुमार कुहार)
रजिस्ट्रार

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Government of India

“Upbhokta Nyay Bhawan”, F –Block, G.P.O. Complex, INA,
New Delhi – 110 023

Telephone No.24608711, 24608714 Fax No. 24651505

TENDER

FOR HIRING OF CARS FOR NCDRC

Sealed quotations are invited from reputed contractors / service providers for providing of cars (Maruti Ciaz – Sigma) along with driver on hire basis on daily / monthly hiring basis for the use of Hon'ble Members of the National Consumer Disputes Redressal Commission (NCDRC). Quotation format and other terms & conditions of hiring of cars can be collected from the office of the NCDRC on any working day between 2:00 to 5:00 p.m. & can also be downloaded from the Commission's website <http://ncdrc.nic.in>. Duly filled in quotations will be furnished in the office of the NCDRC latest by 4:00 p.m. on 06.08.2018. Sealed quotations so filed will be opened on 07.08.2018 at 4:00 p.m. in the presence of the bidders / authorized representatives, present at that time.

(Ajay Kumar Kuhar)
Registrar

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, 'Office of the National Consumer Disputes Redressal Commission shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 The sealed bidding documents should be delivered in the Administration Section of this office by the stipulated date and time. Tender Documents may be collected: from Shri L.N. Arora, Section Officer (Admn.) of the National Commission, on payment of Tender Cost of Rs.1,000/- through Bank Draft/Pay Order in favour of '**PAO, Ministry of Consumer Affairs**', payable at New Delhi on any working day between 2.00 pm to 5.00 pm.
- 1.3 The tender documents may also be downloaded from this office website <http://ncdrc.nic.in> (Tender Notice). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.1,000/- through Bank Draft/Pay Order alongwith the Bidding Documents.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.8 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the National Consumer Disputes Redressal Commission, New Delhi.

1.9 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the National Commission. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

2. RIGHT TO ACCEPTANCE:

2.1 The Office of the NCDRC reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the NCDRC in this regard shall be final and binding.

2.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

2.3 The competent authority of the office of the NCDRC reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

2.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency (ies) that has/have been awarded the contract, the competent authority of the Office of the NCDRC reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

2.5 The office of the NCDRC may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

3. EARNEST MONEY DEPOSIT

3.1 This bids should be accompanied by an Earnest Money Deposit of Rs.25,000/- (Rupees twenty five thousand only) in the form of Bank Guarantee / Demand Draft of any nationalized bank. The validity of the Bank Guarantee / Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favor of **Registrar, National Consumer Disputes Redressal Commission** payable at New Delhi.

3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the

stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit Conditional bids / offers shall be summarily rejected.

4 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 4.1 The successful bidder (s) within two working days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee / Fixed Deposit of any nationalized bank, a sum which shall be equivalent to 10% of the estimated value of contract, as may be decided by the Client, in favor of Registrar, National Consumer Disputes Redressal Commission, payable at New Delhi.
- 4.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the NCDRC in the event of any breach or negligence or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the NCDRC sufficient to cover any incorrect or excess payments made on the firm's bill has been received and examined.
- 4.3 if the contractor is called upon by the competent authority of the office of the NCDRC to deposit security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the NCDRC shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 4.4 On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentations of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

5 NOTICE TO PROCEED

After the acceptance of the Letter of Acceptance (LoA) and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide hired vehicles services in the Office.

6 SIGNING OF CONTRACT AGREEMENT

- 6.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 6.2 Client shall prepare the draft Articles of Agreement, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 6.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

7 HIRING OF VEHICLES

- 7.1 After the acceptance of the LoA and securing Performance Bank Guarantee from the successful and empanelled bidder(s), Client shall hire vehicles for its requirements as its discretion from the empanelled bidders. The empanelled and successful bidders shall adhere to the conditions timelines as may be defined by the Client.

8. THE BID SECURITY SHALL BE FORFEITED:

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign contract in accordance with the terms of the tender document.
 - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

9. RETURNING OF EARNEST MONEY DEPOSIT (Bid Security Amount)

- (i) The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.

- (ii) The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful bidder.
- (iii) The earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

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**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

Tender No.02 /NCDRC/2014-15

GENERAL:

1. Name of the Bidder/firm
2. Name of the person submitting the Bid Shri/Smt.....
3. Address of the firm
4. Tel. No. with STD Code (O)..... (Fax).....(R).....
5. Mobile No.....
6. E-mail.....
7. Registration & incorporation particulars of the firm:
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law. In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/Partner only, as the case may be)

8. Name of Proprietor/Partners/Directors.....
9. Bidder's bank, its address and
His current account number
10. Permanent Income Tax number, Income Tax circle
11. Service Tax number.....

12. Infrastructure capabilities:

Particulars of vehicles available with the Bidder (Minimum 50 Vehicles requirements)

S. No.	Type of Vehicle(s)	Registration Number
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(Please attach attested copies of registration certificates of all the vehicles)

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them;
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution of India;
3. I/We give the rights to the competent authority of the office of the National Consumer Disputes Redressal Commission to forfeit the Earnest Money/Security money deposited by me/us in case of breach of conditions of contract;
4. I hereby undertake to provide the hired vehicles services as per the directions given in the tender document/contract agreement.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

Tender No.02 /NCDRC/2014-15

Dated:

CERTIFICATE

Certified on Non-Participation of near Relatives in the tender

I _____, Son of _____,
Resident of _____ hereby
certify that none of my relative(s) as defined in Section _____
of tender document is/are employed in National Consumer Disputes Redressal
Commission as per details given in tender document. In case at any stage, it is
found that the information given by me is false/incorrect, National Consumer
Disputes Redressal Commission shall have to absolute right to take any action as
deemed fit without any prior intimation to me.

Signature.....

For and on behalf of the Transporter

Name (in Capital Letters).....

Position.....

Date.....

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

Tender No. 02/NCDRC/2014-15

QUOTE YOUR PRICE

RATES FOR HIRING OF VEHICLE ON **MONTHLY BASIS**

MODELS (DIESEL/PETROL) :

(i) MARUTI CIAZ (SIGMA)

Sl. No.	Particulars	Rate
1.	Monthly Hiring charges for 1800 kms. and 286 hours. (To be adjusted on quarterly basis)	
2.	Rate for Extra Km. Beyond the limit.	
3.	Rate for Extra hour after the limit of 286 hrs.	
4.	Night Charges (Payable after midnight)	
5.	Holiday Duty Charges (for the driver)	

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

Tender No. 02/NCDRC/2014-15

QUOTE YOUR PRICE

RATES FOR HIRING OF VEHICLE ON **DAILY BASIS**

MODELS (DIESEL/PETROL):

(i) MARUTI CIAZ (SIGMA)

Sl. No.	Particulars	Rate
1.	Rate for Full day (8 hrs. & 80 Kms.)	
2.	Rate for Extra Km.	
3.	Rate for Extra hour	
4.	Rate for Half day (4 hrs. & 40 Kms.)	
5.	Rate for Extra Km.	
6.	Rate for Extra hour	

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

Terms & Conditions for Tender for hiring of vehicles

1. The Maruti Ciaz (Sigma Model – Petrol/Diesel) with air conditioning and heating system – white colour and private registration number with black & white number plate vehicles are hired under the Agreement. The vehicle should not be more than two years old at the time it is provided. Two sets of seat cover, preferably white/off white colour, be provided in each vehicle. Vehicles with CNG or dual fuel provision with CNG will not be acceptable.
2. Travel per month – 1800 kilo meters (kms) & 286 hours per month, excluding one day off per week, the distance to be measured on the “residence-to-residence” basis. The mileage will be adjusted quarterly.
3. The charges quoted will be inclusive of fuel, lubricant, maintenance, repairs, comprehensive insurance, driver wages and all other such items.
4. The break-up of the charges should be in the attached proforma.
5. The extra charges, if any, will be paid by the NCDRC only when prior approval of the NCDRC has been explicitly obtained or else the bill for these extra charges will be borne by the concerned Hon'ble Member, NCDRC and the payment will be made directly to the Contractor.
6. Competent, reliable and well – mannered driver is to be provided for each car. The driver's name as well as his mobile number is to be provided and he should be attached permanently with the respective vehicle & Hon'ble Member. Change of the drivers or the vehicles is to be avoided by the Contractor. The Hon'ble

Member shall have the right to have any driver/vehicle removed that is considered to be undesirable or otherwise.

7. If, on a particular day, any vehicle is withdrawn or the regular driver is on leave/absent, the same should be informed in advance to the concerned Hon'ble Member and a replacement of the equivalent vehicle along with a good driver would be provided to him without fail to avoid any inconvenience to the Hon'ble Member. The details of the changed vehicle as well as the name & mobile number of the replaced driver be also informed in advance. In case no replacement is provided on time, the NCDRC would have a right to hire a vehicle from the market and the cost incurred by NCDRC for the purpose will be borne by the Contractor.
8. The period of contract will be two years or till the date of retirement/resignation/removal of Hon'ble Member, whichever is earlier but it is renewable for additional period subject to satisfactory service and at the discretion of the National Consumer Disputes Redressal Commission.
9. The contractor is required to attach the original certificate of his satisfactory work experience from Government organization/Central PSU. Such certificate may be either against the last contract or the current contract.
10. The vehicles will be for the exclusive use of the Hon'ble Member to whom they are attached and cannot be used by the Service Provider for any other purpose. The vehicle(s) along with driver(s) shall be available to the NCDRC round the clock on all days during the period of contract. Whenever the NCDRC is closed on holidays/vacation, requirement of vehicles, if any, would be indicated to driver(s).
11. All the vehicle(s) shall always carry first aid box and mandatory spares, viz., Tool Kit, fuses, spark plugs, fan belts, fire extinguisher, torch, umbrella, towel etc.

12. The contractor/service provider shall undertake by way of an affidavit that he will be responsible for complying with all legal, including labour law related provisions prescribed by the Government of India which shall include Income Tax, Accidents, ESI, PF, Contract Labour and Abolition Act etc.
13. While most of the vehicles shall have to report for duty primarily in South/Central Delhi locations, some vehicles may have to report to suburbs of Delhi apart from, Gurgaon, NOIDA, etc.
14. It shall be ensured by the contractor/service provider that all vehicles to be supplied to NCDRC shall have mandatory insurance cover/valid pollution control certificate, etc., at all times and the drivers are well-trained and hold valid license. They must be medically fit and should not suffer from any contagious/infectious disease. The contractor/service provider is solely responsible for the same and for penalty imposed for any violations in this regard.
15. The contractor/service provider must submit to NCDRC the following documents within one month of the award of the contract and the vehicle will be provided to NCDRC by the date stipulated in this regard:-
 - a. copies of Registration Certificates of all the vehicles being offered, and
 - b. copies of Comprehensive Insurance Policies of all the vehicles being offered.
16. The service tax legally leviable shall be reimbursed to be contractor/service provider by NCDRC based on documentary evidence furnished by the contractor.
17. The contractor/service provider shall be responsible for all litigation arising out of accident, non-payment of road tax and other dues to the appropriate authority, and also for payment of compensation to drivers and any other involved parties in the event of death/injuries/damage, etc.

18. The driver shall maintain a record showing the kilometers and his duty hours on each day and get the same signed by the user of the car or his Private Secretary. No payment will be made without such record.
19. Payment shall be made at the end of each month on presentation of bill accompanied by record in terms of Clause No.18, in original. In case additional vehicle(s) is/are hired for temporary requirement on daily basis, daily duty slip should accompany the bill for the month for such vehicle(s) along with proper record.
20. The contractor/service provider shall ensure that the antecedents of the driver reporting for duty are verified by the Police and he is in possession of the same while on duty. Driver should have relevant and valid driving license and he should be in possession of the same while on duty.
21. The drivers shall abide by the rules laid down by Motor Vehicle Licensing Authority and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any fine/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the contractor/service provider.
22. The drivers should be well-versed with the roads of the NCR, in general, and in Delhi/New Delhi, in particular.
23. The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the chambers concerned, etc.) while performing the duty. He must be neatly dressed, should wear proper uniform and must carry a photo identify card provided by the contractor/service provider apart from carrying mobile phone in working condition, for which no separate payment shall be made by NCDRC.
24. If, a vehicle is not provided to a Member on any day and/or in time, proportionate deduction may be made from the bill of the Agency.

25. Any tampering with the meter(s) of the vehicle(s) shall result in imposition of heavy penalty, which shall be equivalent to vehicle rental for one month for that vehicle, on every occasion.
26. No payment shall be made against the bills pertaining to the days when any complaints with regard to quality of the car or the behaviour of the driver not being up to the mark is received from the user. In this regard, the decision of the NCDRC shall be final.
27. A penalty of Rs.1,000/- (Rupees one thousand) only per day per vehicle may be levied if any vehicle fails to meet the terms and conditions prescribed herein on any day. However, in case of frequent violations of the terms and conditions, the contract can be terminated forthwith with a notice of 7 days and NCDRC will not be responsible for the losses/damages caused to the contractor/service provider consequent to termination of contract on account of non-performance.
28. In the event of non-compliance with the above-mentioned terms and conditions and directions given from time to time, the NCDRC reserves the right to terminate the contract without having to specify any reason whatsoever.
29. Compliance of all statutory obligations shall be ensured by the contractor/service provider and claims against any liability falling on NCDRC due to non-compliance of statutory obligations by the contractor/service provider or any of its agents/servants/driver or for any reason whatsoever would be borne by the contractor/service provider.
30. Except where otherwise provided for in the contract, all questions and disputes arising between the parties pertaining or relating to the contract directly or indirectly connected with this agreement shall in the first place be referred to sole conciliator to be appointed by Hon'ble President, NCDRC.
31. The conciliator shall make the settlement agreement between either the parties, reach agreement and shall give an authenticated copy

thereof to each of the parties.

32. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as of an arbitration award.
33. The views expressed, or suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.
34. If the efforts to resolve all or any of the disputes through conciliation fail, such disputes shall be referred within 30 days to the sole arbitrator, to be appointed by the Hon'ble President, NCDRC. The venue of such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time.
35. The award of the sole arbitrator shall be binding on the respective parties. The cost shall inter alia include the fees of the arbitrator(s) as per the rates fixed by the Arbitrator.
36. The courts at Delhi/New Delhi shall have exclusive jurisdiction to try all disputes between the parties pertaining to this agreement.
37. The liability of NCDRC is limited to the contract value only.
38. Any matter arising during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by NCDRC whose decision shall be final and binding.