

NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH

Subject:- Tender Notice for Annual Contract for hiring of Taxis/Cars for the year 2016-2017- regarding.

Sealed Tenders are invited in two bid system (Technical and Financial bid separately) from the reputed Tour & Travel Agencies/firms located in Kolkata, for hiring of Air conditioned Taxi/Cars on regular basis for official use of the National Company Law Tribunal (NCLT) for two years extendable by one year subject to satisfactory performance on monthly payment basis. The number of vehicles may increase or decrease as per requirement of NCLT. The interested taxi operators based on the radius of 10 KM of office premises of NCLT, Kolkata Bench may send their sealed **quotation in the statement enclosed at Annexure-I**, superscribed as “**Quotation for the hiring of car for NCLT**” and the same may reach in the office of the National Company Law Tribunal, Kolkata Bench, 5, Esplanade Row (West), Kolkata – 700 001, by **3.00 P.M on 08/08/2016**. The tenders would be opened on the same day at 3.30 P.M. in the office of the National Company Law Tribunal, Kolkata Bench.

2. In case the date specified for the submission of bid falls on or is subsequently declared a holiday or closed day for this office, the bids will be received up to the scheduled time i.e. 3.00 p.m. on the next working day of this office and will be opened on the same day at 3.30 p.m.

2.1 **Two Bid System:-** The bid should be submitted in a sealed cover in two parts as under:-

a. **Technical Bid:-**envelope should be superscribed “Technical Bid for supply of A.C./Non A.C. Taxi/Cars” and it should contain all the technical details as per clause 6 & Earnest Money Deposit (EMD) and other documents etc as per the requirement of the enquiry.

b. **Financial Bid:-**The second cover should contain the rates etc. as per Annexure-I, and it should be superscribed “Financial Bid for supply of A.C./Non-A.C. Taxis/Cars.”

2.2 The Technical bid and financial bid should be sealed by the bidder in separate covers, duly superscribed and both of these sealed covers are to be



put in a bigger cover duly superscribed as "Bid for supply of A.C./Non-A.C. Taxi/Cars."

2.3 The technical & Financial Bid shall be opened at 3.30 p.m. on the date as indicated above in the presence of such of bidders or their representatives, who may wish to be present.

2.4 Hypothetical/Conditional/Incomplete bid will not be entertained.

3. **Late Bids:-** Bids received after the specified date and time, as indicated in Para-I above, will not be considered.

4. **Earnest Money Deposit (EMD)**

4.1 EMD of Rs.20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/Pay Order from any commercial Bank payable to the Pay & Account Officer, Ministry of Corporate Affairs, Kolkata must accompany the bid, Bids without EMD and in any other form than prescribed will not be considered.

4.2 The EMD should remain valid for a period of 45 Days beyond the final tender validity period.

4.3 EMD of bidder will be forfeited, if he bidder withdraws its bid or impairs or derogated from the bid in any respect within the period of validity of its bid. Further, if the successful bidder fails to furnish the required Performance Security within the specified period, its EMD will be forfeited.

4.4 EMD furnished by all unsuccessful bidders will be returned to them without any interest whatsoever, after finalization of the contract. EMD of the successful bidder(s) will be returned after receipt of the Performance Security from him.

5. **Performance Security**

5.1 The successful bidder, irrespective of its registration status etc. will have to furnish Performance Security of Rs.50,000/- (Rupees Fifty Thousand only) in the form of Fixed Deposit Receipt/Bank Guarantee from a Commercial Bank in favour of Pay & Account Officer, Ministry of Corporate Affairs, Kolkata, within 10 days of award of contract.



5.2 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.

5.3 Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects.

5.4 Performance Security will be forfeited if the firm fails to perform any of the terms or conditions of the contract, besides it may also be black listed.

5.5 The bidders shall quote their unconditional rates strictly as per the Annexure-I, cutting/overwriting, if any, will not be accepted. Each page of the tender should be duly stamped and signed by the authorized signatory.

5.6 In case any bidder is already providing the AC Taxis to any other Ministry/Department of Central Govt. details thereof should also be furnished along with the bids.

6. The Technical bid should contain the following details:-

6.1 The contractor should have at least two years experience of providing vehicles to the Govt./Semi Govt./PSUs or any reputed organizations. Satisfactory Service Certificate from the concerned Organizations need to be furnished along with technical bid otherwise bid document will be treated as not meeting the eligibility.

6.2 PAN number and copy of the latest Income Tax/Service Tax returns should be provided.

6.3 A certificate from the bidder that all the terms and conditions are acceptable to them.

6.4 EMD of Rs.20,000/- (Demand Draft, in favour of Pay & Account Officer, Ministry of Corporate Affairs, Kolkata).

6.5 The bidder should have the ownership of at least 3 vehicles (The RC of these vehicles should be registered either in the name of Company/Firm/Agency or owner's name and not more than 2 years old). The bidders are advised to read the instructions above and the terms and conditions herein below carefully and submit confirmation of unconditional acceptance of the terms & conditions without deviations.

ABem

7. Other Terms & Conditions

- 7.1 **Risk Hire Clause:-**In case the firm, which is awarded contract, fails to supply the requisite number of vehicles, this office reserves the right to hire the Taxis from other Taxi Stands at the risk and cost of the firm. The cost difference between the alternative arrangements and tender value will be recovered equally from the firm.
- 7.2 If the contractor after submission of bid and due acceptance of the same i.e. after the award of the contract, fails to abide by the terms and conditions of the tender documents or fails to complete his contract period or at any time repudiates the contract, the NCLT will have the right to forfeit the EMD or the Performance Security, deposited by the bidder.
- 7.3 The vehicles provided should be authorized to be used as taxis and should have proper permission of the areas to be traveled in Kolkata/outside Kolkata and should not be more than 2 years old i.e. not earlier than 2014 model and should not have run more than 25000 Kms. on the date of hiring.
- 7.4 The contractor should be able to provide AC Taxis/Cars at a short notice (Within 30 minutes). For regular requisitions, the vehicle must reach the destination 30 minutes in advance.
- 7.5 The drivers engaged in the Taxis should have valid driving commercial license to operate the taxi, issued by the Transport Authorities. Other necessary certificates like Road Tax clearance, Pollution certificate etc. should be in existence for all vehicles quoted.
- 7.6 The driver should always be in uniform as may be provided by the Agency with mobile phone and should be well mannered.
- 7.7 The driver engaged should be broadly aware of the major routes of the Kolkata.
- 7.8 The vehicles on duty shall have to be kept in clean condition. The vehicle should be in good condition and the seats should be comfortable. The seats should always be covered with neat and good quality seat covers. No payment shall be made if the vehicle is found dirty or in shabby condition.



- 7.9 In case of any break down while on journey, alternative arrangement shall have to be made by the contractor, failing which a taxi will be hired from the open market and the expenses incurred thereon shall be deducted monthly bill of the contractor.
- 7.10 The NCLT reserves the right to terminate the contract by giving the contractor one calendar month notice of its intention to do so. It should be noted that vehicles provided to NCLT under this contract is supposed to be used by very senior government official and hence all the conditions in the tender should be stringently followed.
- 7.11 **Termination of Contract:** In the event of the contractor failing to execute the work i.e. supply of Taxis on hire basis any time to the full satisfaction of the NCLT, the Competent Authority of NCLT reserves the right to cancel the contract or withhold the payment due to the contractor in part or full and to forfeit the Performance Security deposited.
- 7.12 **Penalty Clause:** In case the regular vehicle hired for the vendor absents itself on a particular day a penalty of Rs.3000/- may be imposed by NCLT besides pro rata payment.
- 7.13 Reading of Speedometer will start from and end with office premises or designated place and not from/up to the Taxi Stand. For special requisitions all vehicles must first report to the concerned officer of **NCLT, Kolkata Bench**, where meter reading will be noted and then proceed to the destination.
- 7.14 At times, NCLT may need number of vehicles on specific days in connection with any conference/meetings. The Contractor shall be responsible to arrange for additional demand of vehicles by making necessary tie-ups at his end with other Taxi Operators and such additional vehicles shall be supplied at the contractual rates and conditions.
- 7.15 The contract will be valid for two years from the date of award of the contract and extendable for one more year by mutual consent of the parties. No request of hike in approved rates for supply of taxis will be entertained during the initial period of contract of two years for any other reasons what so ever.
- 7.16 If on any occasion, it is found that driver of any vehicles has made wrong entries in the duty slips relating to time or and kilometer reading



of start or closing of duty/journey, the contractor shall be responsible for the same. The office reserves the right to withhold full payment of the day in respect of such vehicle.

- 7.17 For each and every vehicle, the driver is required to maintain a log book i.e. details of various journey performed during the day since morning till last duty separately and all the entries be got attested from the users. The log book will have to be shown to the Administration department for verification at the time of submission of the bill in each month.
- 7.18 For casual duty for a day the payment will be made @ 1/26th of the monthly approved rates.
- 7.19 No night charges will be payable. No extra payment shall be made for vehicles called on Sunday or any holiday.
- 7.20 This tender document can also be downloaded from www.nclt.gov.in.
- 7.21 Decision of Competent Authority of NCLT regarding acceptance or rejection of a bill will be final binding.
- 7.22 In case any bidder does not agree with the bidding conditions or bidding process, he may give in writing the reasons for the same. The bidders will also have the right to seek reasons for rejection of their bids if it is rejected.
- 7.23 If Gas Kit is there it should be company fitted at the time of purchase.
- 7.24 The vehicles should be dedicated to the NCLT only. Since these vehicles display passes issued by Government, these should not be used by your firm/company after office hours or on holidays for security reasons.
- 7.25 For a particular type of vehicle the bidder with the lowest price (L1), will be considered for awarding the 80% of the total vehicles to be hired. Rest of the vehicles will be offered at the price of L1 in the following order:-

20% of the total vehicles to L2

In case any bidder will not agree the offer will go to the next bidder.



- 7.26 Vehicle for emergency requirements may be called from any empanelled vendor or from open market if all the empanelled vendors fail to provide.
- 7.27 The number of vehicles mentioned in Annexure-I may increase or decrease depending on the requirement of NCLT.



Assistant Official Liquidator
Deputed to NCLT, Kolkata Bench

Copy to:

- (1) Programmer, NCLT for web based publicity of the Tender.
- (2) e-governance Cell, MCA, New Delhi.
- (3) Central procurement site (www.eprocure.gov.in)
- (4) All Ministries, Department of the Government of India, Kolkata. It is requested that wide publicity of this tender notice may please be given to the contractors engaged by them for this job to submit their quotation if they are willing and fulfil the conditions.



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ANNEXURE-I

| S.No. | Type of Vehicle | Tentative No. of Vehicles | Rate/Vehicle month Exclusive tax | Amount in words * |
|-------|--|---------------------------|----------------------------------|-------------------|
| 1 | Ciaz or similar for 2500 K.M. & 300 Hrs on monthly basis | 3 | — | |
| 2 | Rate for extra Km beyond 2500 Km | | | |
| 3 | Rate for extra Hours beyond 300 | | | |

*The figure mentioned in words will be taken as final.

1. Certified that all terms and conditions of the Tender Notice are acceptable to us.

(Signature of the Bidder)

Full name of the Firm with complete address & Tel No./Mobile No.