

# NOTICE INVITING TENDER

No: 9-10(3)-2018-Gen (Tpt.)

Date: 10.07.2024

Council of Scientific & Industrial Research (CSIR), New Delhi is looking for reputed agency for providing Taxis on day to day requirement basis. The taxi service provider should have minimum 3 years' experience in providing services to any Govt./Semi Govt./Autonomous Bodies/PSUs. The firm has to submit their tenders online on https://etenders.gov.in/eprocure/app in Two Bid format, i.e. Technical Bid (Part I) & Financial Bid (Part II) as per details given below:-

Name of work	EMD	Period of	Estimate cost of work for
		contract	two years
Contract for	Rs. 2,50,000/-# (Rs. Two lakh	Two Years	Rs. 50,00,000/- (approx.)
hiring of Taxi	Fifty thousand only)		(Rs. Fifty Lakh)
Services on	Through Demand Draft in	]	
day to day	favour of "Joint Secretary		1
requirement	(Admin.), CSIR" payable at New		
basis	Delhi from any scheduled		
	commercial bank.		

#As per Govt. of India's Instructions for MSME/Startup Firms will apply.

Date for Sale of Tender Document	: -	Tender document can be downloaded from https://etenders.gov.in/eprocure/app
Tender publishing date	: -	10.07.2024 (05.30PM)
Bid submission start date	: -	10.07.2024 (06.00PM)
Bid submission end date	: -	30.07.2024 (11.00 AM)
Date & Time of Opening of technical bid	: -	31.07.2024 (03.00 PM)
Date of opening of Financial bid	: -	will be intimated in due course.

A detail of NIT and complete tender document is available on **https://etenders.gov.in/eprocure/app** 10.07.2024. It can be downloaded and submitted in the technical bid cover.

Joint Secretary (Admin), CSIR reserves the right to reject any or all tenders in part or in full or to reject all the tenders received without assigning any reason thereof.

Under Secretary CSIR Headquarters

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## COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH ANUSANDHAN BHAWAN, 2 RAFI MARG, NEW DELHI-110001

## **TENDER NOTICE**

#### (Hiring of Taxi Services)

- Online tenders are invited by CSIR Hqrs, Anusandhan Bhawan, New Delhi

   110001 under two bid system (i.e. Part-I: Technical Bid and Part-II: Financial Bid) from reputed, experienced and financially sound Taxi Service Providers having minimum of 3 years' experience and annual turnover of Rs. 01(one) crore for hiring of rental taxies (commercial vehicles with yellow or green plates). The contract is initially for a period of two years (After completion of one year, continuation for second year will be subject to satisfactory performance only). The quantum of requirement of vehicles for Daily Requirement basis of Vehicle and may increase or decrease depending upon the needs of CSIR Hqrs. Last date of submission of bids/quotations is 30/07/2024 (up to 11AM).
- 2. The tender document can be downloaded from <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>.
- 3. The interested service providers may submit the tenders in **two bid system** [i.e.(i) Technical Bid and (ii) Financial Bid]. All the documents in support of eligibility criteria etc. are also to be attached alongwith the Tender Document.
- 4. At the second stage, the Financial Bids of only those bidders, who qualify in the Technical Bid stage, will be opened, the date of which will be intimated in due course.
- 5. The Competent Authority, CSIR Hqrs. reserves the right to cancel the tender at any time or to amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.
- 6. The interested service provider may note that they will require providing vehicles registered as commercial vehicles only, preferably with yellow or green plates.

#### A. <u>SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERES</u>

- 1. CSIR Hqrs, New Delhi requires the services of a reputed well, established and financially sound taxi service provider (hereinafter referred to as "Service Provider") to provide rental/ commercial taxi services for Delhi & NCR area.
- 2. The Contract shall be for a period of two years from the date of award of work.
- 3. The quantum of requirement of vehicles on Daily Basis depending upon the needs of CSIR Hqrs.
- 4. The bids shall be accepted under two bid System. The interested service providers have to submit/upload the Technical Bid and the Financial Bid on https://etenders.gov.in/eprocure/app.
- 5. Conditional bids shall not be considered and will be summarily rejected.
- 6. No correction, either in the Technical Bid or in the Financial Bid, is permitted. In no case should there be any change in the format of the Technical Bid/ Financial Bid. The bids submitted in the proforma other than the proforma provided for the purpose, will be summarily rejected.
- 7. The financial bids of only those service providers will be opened, who qualify in the technical bid.
- 8. Service Providers have to submit an affidavit stating therein that the firm has not been blacklisted by any Central Government Departments/Ministries/PSUs/Autonomous Bodies and that the contract of the firm has not been cancelled before the expiry of contract by CSIR or it's any Labs/Institutes."
- 9. No service provider will be allowed to withdraw its bid after the technical bids have been opened.
- 10. L-1 will be decided as per the procedure outlined under para 'F' of this tender document.
- 11. The vehicles provided during the contract period should not be more than 03 (three) years old at the time of deployment and their interiors must be neat and clean. Drivers must wear uniform during services.
- 12. CSIR may depute authorized officer/Team to physically inspect vehicles and/or office premises to ascertain any or all term & conditions mentioned in this tender document, before evaluating technical bids. Agency shall agree & cooperate in this regard. Dates shall be decided on mutual consultation.

# B. PROFORMA FOR TECHNICAL BID

S. No.	Information	
1.	Name of the Agency	
2.	Nature of the concern: (i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization)	
3.	Full Address of Regd. Office (i) Telephone No. (ii) Fax No. (iii) e-mail address	
4.	Full address of Operating Branch Office in Delhi. (i) Telephone No. (ii) Fax No. (iii) e-mail address	
5.	Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last of two years)	
(	Telephone Number of Banker	
<u>6.</u> 7.	Registration No. of the agency/firm PAN No.	
8.	GST/Service Tax Registration No.	
9.	Service Tax /GST paid during the financial years 2021-22, 2022-23 & 2023-24	
10.	Financial turnover and I.T. Returns of the Agency for financial years - 2021-22, 2022-23 & 2023-24	
11.	Number of vehicles (attach copy of RCs Minimum 20 taxi's)	
12.	Details of major contracts handled in the last two years along with a list of clients (attach copies in support)	
13.	Certificate of satisfactory performance from the organization to whom the service was provided	
14.	<ul><li>i) Nos. of vehicles fitted with CNG</li><li>ii) Nos. of electric vehicles.</li></ul>	
15.	Affidavit – Service Providers shall have to submit an affidavit stating there in that the firm has not been blacklisted by any Central Government Departments/Ministries/PSUs/Autonomous Bodies and that the firm's contract has not been cancelled before the expiry of contract by CSIR or its any Labs/Institutes."	
16.	Solvency certificate	
17.	Copy of license of Delhi Govt Tourism Deptt./Central Government Tourism Deptt	

Signature of authorized person

Date:

Place:

Name:

Seal:

## C. <u>TECHNICAL BID GUIDELINES</u>

The Service Provider must fulfill the following technical specifications for qualification of technical bid:

- 1. The office of the service providers should be located in Delhi/New Delhi. The proof of address is to be attached with the Bid documents.
- 2. In the case of partnership firm, a copy of the partnership agreement or General Power of Attorney (GPA) duly attested by a Notary Public should be furnished on stamped paper duly sworn in and affirmed by all the partners admitting execution of the partnership agreement or the GPA. The attested copy of the certificate of registration of firm should also be furnished along with the tender.
- 3. The service providers must have a minimum of three years' experience in supplying taxies to Government Ministries/Departments/Public Sectors. **Proof of at least two contracts** relating to supplying of taxi services to Ministries/Departments of Central Government/ State Government PSUs/Nationalized Banks or reputed companies in last three years along with attested copies of the supply order should be furnished. The said documents are to be attached with Bid documents. Information may be provided in the below format.

S.No	Details of client alongwith address,	Amount of Contract	<b>Duration of Contract</b>		
	telephone and FAX numbers	(Rs. Lakh per year)	From	То	
(i)					
(ii)					
(iii)					

4. The service providers should have had a minimum annual turnover billing amount of Rs. 01 (One) Crore each year during last three financial years i.e. 2021-22, 2022-23 & 2023-24. A copy of turn over statement duly certified by the Chartered Accountant is to be furnished with the tender document and copies of Income Tax Returns for the last three years i.e. 2021-22, 2022-23 & 2023-24 should also be submitted. For 2023-24, in case, Income tax return is not available, please provide balance sheet or profit/loss statement duly signed by chartered accountant.

- 5. The service provider shall have to ensure that he/she has Bank Account either in his/her own name/ (in case of proprietorship firm) or in the name of firm.
- 6. Self-attested copy of the PAN card of the bidding firms or of the individual in case of proprietorship firm shall have to be provided alongwith technical bid.
- 7. The service provider (not individual) should be registered with Service Tax Departments/GST. Certified copy of the registration shall be given with the Bid documents.
- 8. Service Providers have to give an affidavit stating therein that the firm has not been blacklisted by any Central Government Departments/Ministries/PSUs/Autonomous Bodies and that the firm's contract has not been cancelled before the expiry of contract by CSIR or its any Labs/Institutes.

#### D. Qualifying Criteria in Technical Bids

- 1. The bidding firm should have its <u>own fleet of minimum 20 (Twenty) taxis</u> :(Please attach attested copies of Taxi Registration Certificate of the vehicles in the name of company or proprietor). The Company should also have good and sufficient number of CNG/ Electric Vehicles which can be asked for by the department in any unforeseen event like implantation of odd and even number vehicles of Delhi Government. The service providers have to undertake in this regard that in any such event as above (implementation of "odd even" scheme) they will continue to supply desired number of vehicles to this department.
- 2. The tender has to be accompanied by an Earnest Money Deposit of Rs. 2,50,000/- (Rupees two lakh fifty thousands only) in the form of Demand Draft in favour of Joint Secretary (Admin.), New Delhi from any scheduled commercial Bank. If the successful tenderer declines to act on the offer made by the CSIR and/or withdraw/amend their quotations after opening of tenders, the EMD shall stand forfeited without any notice to the tenderer and no claim on this account shall be entertained. The EMD of unsuccessful tenderers shall be returned/refunded after finalization of the contract. As per Govt. of India's Instructions for MSME/Startup Firms will apply. A certificate in this regard may be attached.
- **3.** Should have at least <u>three years experience</u> in providing rented vehicles to Government Ministries/ PSUs/ Autonomous Organizations during 2021-22, 2022-23 & 2023-24.
- 4. Turnover Certificate of at least Rs. 1 crore per year for the last three financial years i.e. 2021-22, 2022-23 & 2023-24 duly certified by the chartered Accountant.
- 5. Solvency Certificate for Rs. 1 Cr. issued by any bank for financial year 2023-24 to be attached with bid and original certificate to be submitted by the bidder on selection/award of the tender. Certificate should be issued after publication of bid.
- 6. Copies of the Income Tax Returns for the 2021-22, 2022-23 & 2023-24. For 2023-24, in case, Income tax return is not available, please provide balance sheet or profit/loss statement duly signed by chartered accountant.

- 7. Copy of license of Delhi Govt Tourism Deptt./Central Government Tourism Deptt.
- 8. The bidder should submit latest GST Challan and payment receipt for last 6 months.
- 9. Copy of the registration certificate of the bidding firm.
- **10.** Tender document should be signed on each page.
- **11.** Banker certificates supporting maintenance of account of the firm for the last two years.
- **12.** The agencies whose services had been faulty/litigated with CSIR or which had repudiated in supplying vehicles in CSIR after getting work award, will not be considered for evaluation. Their bids will be disqualified outrightly.

Note: Copies of all above documents may be attached.

## E. <u>PROFORMA FOR FINANCIAL BID</u>

S.No.	Make	Α	В	С	D	Е	F
	(AC vehicles)	Hiring a vehicle on daily basis (100 kms/ 10 hours per day)	Hiring a vehicle on daily basis for half duty i.e. 50 kms/ 5 hrs.	Rates for additional km	Rate for additional hour	Outstation charges Per KM (Condition Minimum 200 KM per day)	Outstation charges Per hours.
1.	Sedan (Maruti Dezire/ Honda Amaze/Toyota Etios/ Hyundai Accent/Tata Tigor/ Tata Zest/VW Ameo or equivalent)	Rs.	Rs	Rs.	Rs.	Rs.	Rs.
2.	Premium Sedan (Maruti Ciaz/ Honda City/ Hyundai Verna/ Nissan Sunny/Toyota Yaris or Equivalent)	Rs.	Rs	Rs.	Rs.	Rs.	Rs.
3.	SUV (Maruti Ertiga or Equivalent)	Rs	Rs	Rs	Rs	Rs.	Rs.
4.	Premium SUV (Innova / Innova Crysta or Equivalent)	Rs	Rs	Rs	Rs	Rs	Rs.

(i) Rates for hiring of taxies (including all taxes and levies except GST)

Note:

- (a) Rates for hiring vehicles on daily basis on half duty (50 kms./5 hrs.) shall not exceed 60% of the hiring charges for hiring vehicles on daily basis for full day (100kms./10hrs.). In case higher value is quoted, the same shall be restricted to 60%.
- (b) Ghaziabad, Faridabad, Gurgaon, Delhi NCR & other adjoining towns will NOT be considered as OUTSTATION. Vehicles covering more than 200 km and going beyond Delhi NCR shall be considered as outstation.
- (c) Night Charge @ Rs. 100/- per night would be paid if the vehicle under this category is used between 11.00 P.M. to 05.00 A.M.
- (d) Driver's night allowance for the vehicle deployed for outstation journeys would be paid @ Rs. 300/- per day. Night Charges & Driver's night allowance both are separate things.
- (e) The computation of duty hours shall be from the time of reporting the vehicle at CSIR hqrs to its release, duly signed by the user.
- (f) If vehicle requisition for half day i.e. 5 hours and it is used up to 5-7 hours, in such condition for extra hours i.e. up to 2 hours (7hrs-5hrs) additional charge will be paid as per their quoted rate for extra hours and in case vehicle is required for half day and it exceeds 7 hours, then payment will be made as per rate quoted for full day. Likewise for vehicle requesting for half day i.e. for 50 km and it runs between 50 km-75 km, in such condition payment beyond 50 km will be made as per rate quoted by the firm. In case it exceeds 75 km the payment will be made for full day. If it exceeds the criteria of full day i.e. 10 hours/ 100 km, the charges will be paid as per their quoted rate for extra hour/km.

#### F. CRITERIA FOR EVALUATION OF FINANCIAL BIDS

For evaluation of financial bids under this contract, the lowest tenderer /bidder (L-1) will be decided on the basis of total sum of rates quoted for full day duty (100 KM/ 10 Hours) for all four categories and fulfilling conditions mentioned under "terms and conditions".

#### G. <u>TERMS AND CONDITIONS</u>

- 1. A Performance Security Deposit of Rs. 5,00,000 (Rupees Five lakh only) (10%) in the form of FDR/ Bank Guarantee in favor of JS (Admin.), CSIR will have to be deposited by the successful bidder within 15 days of intimation of award of contract. The Performance Security Deposit should remain valid for a period of ninety days beyond the stipulated date for cessation of contract for two years.
- 2. The contract can be terminated at any time on account of unsatisfactory services upon review of performance by the Competent Authority in CSIR Hqrs. The unsatisfactory service shall mean and include non-compliance and non-fulfillment of any of the contractual obligations by the service provider or poor performance or violation of any of the terms and conditions of the tender/contract and failure on the service provider's part to correct the discrepancies/shortcomings, brought to its notice in writing by the CSIR Hqrs' Official.
- 3. By virtue of this agreement, no relationship of employees and employer will be created between the drivers deployed and CSIR. It will be the sole

responsibility of the service provider to pay salary and other perks to its drivers and no complaints by any of its drivers in this regard will be entertained by CSIR Hqrs.

- 4. If after award of the contract, the successful bidder (L-1) fails to provide required number of vehicles/taxies, the contract is then liable to be terminated alongwith forfeiture of performance security deposit and other consequential actions such as blacklisting of the firm etc.
- 5. The agreement can be terminated earlier than the duration of contract by giving one month's written notice by CSIR and three months' notice by the Service Provider without assigning any reason and the decision of the Competent Authority, CSIR shall be binding on the service provider. No claims for compensation for the loss of revenue due to such decision shall be entertained.
- 6. The firm should have registered vehicles in its name or in the name of the Proprietor (s) and should be in good condition. However, CSIR Headquarter shall have to be provided vehicles of 2021 or later year make only. All the vehicles should be mechanically sound and should also have decent interiors with other necessary accessories.
- 7. At any stage no vehicle older than three years should be deployed during the contract period.
- 8. The quoted rates will be all inclusive and no other charges will be paid extra except parking charges & toll taxes.
- 9. There will be no dead mileage. The kilo-meterage for the purpose of "**vehicle run**" and "**hours of duty**" shall be reckoned from pickup point and drop point. Pickup point shall always be the CSIR Hqrs, while the drop point shall be the point at which vehicle has been released by the user.
- 10. No mileage will be allowed to drivers for lunch/breakfast or for filling of petrol/diesel/CNG etc. The firm will ensure that the fuel tank of vehicles provided is completely filled up before deputing the vehicle for duty.
- 11. The owner / firm should be in a position to supply additional vehicles on **short notice** as and when required.
- 12. The firm will provide that all drivers have active mobile phone connections so that they can be contacted, whenever required.
- 13. **The drivers provided** by the firm should be well mannered, courteous and polite to the **Officers** with whom they are attached alongwith vehicle. They should be well acquainted with routes of Delhi/NCR area, punctual with valid driving licenses and they should have neat and clean uniforms with name badges. The drivers should not smoke or drink while on duty and should not play cards etc. during waiting time. The firms will ensure that vehicles and drivers of the dedicated vehicles are not normally changed. Frequent changes of vehicles and drivers will not be permitted.

- 14. All expenses will have to be borne by the firm in case of breakdown of the vehicle supplied. Immediate replacement of the breakdown vehicle will have to be provided.
- 15. In case a vehicle is requisitioned and the same does not reach at the appointed time and place, CSIR will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending bills/security etc.
- 16. The vehicles will have to be fitted / provided with the following mandatory additional accessories/utilities:
  - Clean seat covers
  - Quality radio music system
  - Tissue paper Box
  - Car perfume
  - Mobile charger
  - Seat Belts (Front & Rear) and umbrella during monsoon.
- 17 The contractor/service provider shall be responsible for complying with obligations under Income Tax, ESI, Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Labour Laws etc. and damages to third party arising due to accident etc.
- 18. The contractor/service provider shall be responsible for all litigations arising out of the non-payment of road tax, service tax etc. and other dues to the appropriate authorities and also for the payment of due compensation to the drivers and any other parties involved in the event of deaths/injuries/damages arising out of accidents and due to various other causes etc.
- 19. It will be responsibility of the service provider to comply with all statutory obligations on his part arising out of this contract.
- 20. Bills for supply of vehicle for every month along with duly signed duty slips and/or proper records of movements of vehicles by the users shall be submitted in the first week of the following month to the SO(Gen), CSIR Hqrs, Anusandhan Bhawan, New Delhi for payment.
- 21. In case any Scientist/Official desires, the firm shall provide roof carriers on their vehicles/cars.
- 22. The driver should have minimum 3 years' experience of driving and should have commercial driving license.
- 23. The service provider shall be responsible for keeping the vehicles insured in compliance with the provisions of Motor Vehicle Act. All claims arising out of it will be met by the firm and CSIR shall not be liable in any matter whatsoever.
- 24. The service provider shall also be responsible for compliance with the legal provisions in respect of the vehicle and shall indemnify CSIR from any loss on this account.
- 25. A declaration on the printed letter-head of the firm stating, inter-alia, that the drivers provided are of good character, duly verified by the Delhi Police

# should be provided to the Section Officer, General Section, CSIR, Anusandhan Bhavan, New Delhi.

- 26. The firm should have an adequate number of telephones for contact round -the -clock and the numbers of the same should be given to SO (General Section) and Incharge (Transport) dealing with the Staff Cars in the CSIR Hqrs. as well as to the Scientist/Officers to whom the respective vehicles have been provided.
- 27. The firm should have a provision to take bookings 24x7 and should be able to provide vehicles on Sundays/holidays also.
- 28. CSIR will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury any person or animal.
- 29. The agency shall ensure that the odometer of the vehicles/cars supplied is properly sealed so that no tampering could be done with a view to inflate the distance travelled.
- 30. The authorized officer of CSIR Hqrs. may conduct a surprise checking of the odometers of the cars/vehicles supplied from any workshop and the cost thereof will be borne by the agency.
- 31. The agency may provide the Even/Odd Number Taxies/CNG/Electric vehicles as required by the office.
- 32. CSIR may depute authorized officer/Team to physically impact vehicles and/or office premises to ascertain any or all term & conditions mentioned in this tender document, before evaluating technical bids. Agency shall agree & cooperate in the regard. Dates shall be decided on mutual consultation.
- 33. The word 'Vehicle' or 'Car' referred in this document shall be the vehicles that are registered as commercial vehicle with Govt. with Yellow or Green number plates.
- 34. The agencies whose services had been faulty/litigated with CSIR or which had repudiated in supplying vehicles in CSIR after getting work award, will not be considered for evaluation. Their bids will be disqualified outrightly.
- 35. Penalty shall be levied as per penalty clause mentioned at Para- 'I'.

#### <u>Note</u>

The bidder should sign/stamp each page of the tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the bid. The bidder would fill up the information in attached Annexure in clear and legible terms. The prices to be quoted should be written in figures and words as well. The quoted prices should also include the impact of all over-heads. Annexure will also have to be signed and stamped by the firm through its authorized signatory. No cutting/overwriting is allowed in the tender document.

## H. <u>TERMS OF PAYMENT</u>

- 1. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 2. Payment will be made on monthly basis after satisfactory services.
- 3. Bills for supply of vehicle for every month along with duly signed duty slips and/or proper records of movements of vehicles by the users shall be submitted in the first week of the following month to the SO(Gen), CSIR Hqrs, Anusandhan Bhawan, New Delhi for payment.
- 4. Payments will be made by this Department through RTGS/ECS only.
- 5. CSIR shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in the penalty clauses in Part `I`.
- 6. The term payment mentioned in this para includes all types of payment due to the service provider arising on account of this contract excluding Earnest Money and Performance Security Deposit governed by the separate clauses of the contract.

# I. <u>PENALTY CLAUSE</u>

Penalty will be levied, for the violation of terms and conditions of the contract in the following manner:

S	Nature of	Default Details	Penalties			Remarks
No	Default		1st instance	2nd instance	3rd instance	
1.	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Warning	Rs. 1500/- per car at each occasion	Rs. 2500/- per car at each occasion	Repeated default will be viewed seriously which may lead to termination of the contract at the sole
2.	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Rs. 1000/- per car at each occasion	Rs. 2000/- per car at each occasion	discretion of the Competent authority of CSIR.
3.	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Warning	Rs. 1500/- per car at each occasion	Rs. 2500/- per car at each occasion	
4.	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Rs. 1000/- per car at each occasion	Rs. 2000/- per car at each occasion	
5.	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Rs. 1000/- per car at each occasion	Rs. 2000/- per car at each occasion	
6.	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 2000/-			After 2nd instance, the service provider will have to replace the driver
7.	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
8.	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 1000/-	Penalty of Rs. 1500/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance.

### J. <u>Settlement of disputes</u>

In case of any dispute and difference of opinion between the parties regarding the terms and conditions of the contract/contract, the same shall be referred to Delhi International Arbitration Center (DIAC), Delhi High Court, New Delhi for arbitration.

# K. <u>DECLARATION</u>

- 1. I son/daughter/wife of Shri and Proprietor/Director/authorized signatory of the agency mentioned above, is competent to sign this declaration and execute this tender document.
- 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
- **3**. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am /are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law and forfeiture of EMD or Performance Guarantee as the case may be.

Date : Place :

Signature of authorized person

FULL NAME: