

RFP – RATE CONTRACT FOR HIRING OF TAXIS FOR URSC
(No pricing information shall be indicated anywhere in the RFP)

1.0 INTRODUCTION:
 This Contract is for hiring of AC Taxis with GPS under Rate Contract for UR Rao Satellite Centre (URSC), at the Main Campus located on HAL Airport Road, adjacent to NAL, Bengaluru-17 and ISRO Satellite Integration and Testing Establishment (ISITE) Campus, located near Marathahalli, Bengaluru-37. Hereinafter, URSC shall mean both the Main Campus as well as ISITE Campus.
 The Contract is for a period of two (2) years but extendable by one (1) more year or a part there-of, based on satisfactory performance and mutual consent. The Service Providers shall be required to provide AC Taxis with GPS as per the trip requirements of URSC during the Contract period.
Definitions: -
 A. The term "Contract" shall mean " Hiring of AC Taxis with GPS under Rate Contract for URSC."
 B. The term "Taxi" shall mean "AC Vehicle with GPS, belonging to a specified Taxi category, along with Driver."
 C. The term "Service Provider" shall mean "the Vendor providing Taxis for hiring by URSC as per the Contract."

2.0 VALIDITY OF THE CONTRACT:
 This Contract shall be valid for a period of two (2) Years. If the Service Provider performance is found to be satisfactory, the Contract is extendable for one (1) more year or a part there-of, on the same terms and conditions, based on upon mutual consent of the Service Provider & URSC.

3.0 PRICE VARIATION CLAUSE (PVC)
 (a) For every 5% (or more) variation of diesel rate with respect to base diesel rate (on per liter basis), during the period of Taxi usage, the same shall be compensated proportionately, based on Price Variation Formula given in (b) below. For this purpose, mileage in Kilometer Per Liter (KMPL) of different Taxi Categories shall be fixed as under:

Taxi Category	Mileage in KMPL
Sedan	14
SUV (Sports Utility Vehicle)	14
MUV (Multi Utility Vehicle)	10
12 Seater Van	08

If any other type of Taxi is provided, KMPL shall be considered equivalent to any one of the above categories, on due assessment by URSC.

(b) Price Variation Formula is as under: -

$$PV = \frac{D}{M} \times DC$$

Where,

PV= Price Variation in Rs.;

M= Mileage (KMPL)

D = Actual Distance run in kilometers;

DC = Difference in diesel rate = (Revised Diesel Rate-Base Diesel Rate) in Rs./liters

- (c) The Service Provider shall compute Revised Diesel Rate as the average of daily diesel rates, pertaining to the duration of Taxi Bill and furnish details of these calculations during bill submission.
- (d) Base Diesel Rate shall be the rate of diesel per liter prevailing on the date of opening of the Tender. This rate shall be duly notified by URSC to all Service Providers during finalisation of the Contract.
- (e) PVC shall be applicable only for the actual distance run by the Taxi during the period of Taxi Bill.
- (f) Claim (if any) under PVC shall be made separately in the Taxi Bill, without any bearing to the Contract Rates finalized, as per the details specified in **Annexure-A**.

- 4.0 RATE:**
- (a) Contract Rates finalized, as per the details specified in **Annexure-A**, shall remain firm and fixed throughout the currency of the Contract.
 - (b) The extant rate of Goods & Services Tax (GST), or as stipulated by the Government from time to time, shall be applicable.
 - (c) TDS-GST shall be deducted as per rules.

5.0 SERVICE PROVIDER INFORMATION (please specify *numeric values only from RFP Sl. Nos. 5.2 to 5.4*)

5.1 Service Provider Address (with address proof) and distance from URSC.

5.2 Fleet Details

Taxi Category	No. of Taxis available for deployment		No. of Taxis under procurement which can be inducted during the Contract period	Tentative Month and year of procurement
	Owned	Hired		
Sedan				
SUV				
MUV				
12 Seater Van				

5.3 Maximum Number of Taxis which can be committed to URSC for the following Trip requirements:

Taxi Category	Local					Outstation	Regular Trips
	4 hrs 40 km	6 hrs 60 km	8 hrs 80 km	10 hrs 100 km	12 hrs 120 km	1 day or 300 km	On fixed routes
	Trip-1	Trip-2	Trip-3	Trip-4	Trip-5	Trip-6	Trip-7
Sedan							
SUV							
MUV							
12 Seater Van							

5.4 Maximum No. of Taxis which can be committed as per the following Response Time (T_r)*:

Taxi Category	Response Time (T _r) Details					
	1-2 hours	2-4 hours	4-6 hours	6-8 hours	8-10 hours	10-12 hours
Sedan						
SUV						
MUV						
12 Seater Van						

* Response Time (T_r) is the maximum time needed by the Service Provider after receiving intimation from URSC, to provide Taxi(s) as per the requirements stated from Trip-1 to 6 of RFP Sl. No. 5.3.

5.5 The Service Provider should provide a detailed strategy highlighting strength, weakness, opportunities & threats in meeting the commitments of RFP Sl. Nos. 5.3 to 5.4 above, based on its fleet capacity, location, existing customer commitments etc. Such Taxis which are yet to be procured or more than 5 years old or have run over 1,00,000 km, should not be considered to arrive at these commitments.

5.6 The Service Provider should ensure that only realistic no. of Taxis and response time should be committed, since failure to meet the same at the time of execution of the Contract shall be treated as underperformance.

5.7 Company Profile:

- A. Documentary evidence in support of resources, manpower, established credentials, fleet capacity etc. may be provided.
- B. Purchase Order details of Similar Contracts may be provided.

6.0 BASIC ELIGIBILITY CRITERIA: Failure to comply with the following criteria in full (or) part will call for tender rejection, without any further correspondence by URSC.

6.1 The Service Provider shall have own fleet of minimum 20 (Twenty) Taxis registered in their name and meeting the requirements specified RFP Sl. No. 8.3. **RC details of all these Vehicles shall be provided for reference.**

6.2 The Service Provider shall possess all the requirements to operate as a Taxi Service Company as per the extant rules & regulations, including necessary Registration, License(s), Permits, Certificates, Tax, Insurance etc. **Relevant Documentary Proof shall be provided for reference.**

6.3 The Service Provider shall provide Taxis for **all seven (7)** Trip requirements (i.e. Trip-1 to Trip-7), as specified in RFP Sl. No. 5.3.

6.4 The Service Provider shall have a base of operation in Bangalore since URSC requirements are on daily basis and shall originate from Bangalore. **A documentary proof with GPS /Google Map location to be provided for URSC Verification.**

6.5 If at any stage during evaluation, it is found that there are special conditions in the offer which deviate in any manner from the requirements specified in the RFP, **such offers will be summarily rejected, without any further correspondence by URSC.**

6.6	The Service Provider must not have been blacklisted by any Central OR State Government Offices/Undertakings/Organisations/Institutions in India. If detected later, the offer/order would be rejected/cancelled and URSC/ISRO will take appropriate action as per the governing rules & regulations.
6.7	All the conditions mentioned under RFP Sl. Nos. 6.1 thro' 6.6 above, shall be met by the Service Provider to fulfill the basic eligibility criteria failing which, the offer of the Service Provider will not be considered for further processing, without any further correspondence from URSC.
7.0	SERVICE PROVIDER PERFORMANCE
7.1	Service Provider performance shall be evaluated from time to time by URSC during the currency of the Contract.
7.2	Performance shall normally be evaluated every four (4) months. However, evaluation period may be changed if deemed fit by URSC.
7.3	During evaluation, based on various performance parameters such as (a) adherence to time & schedule of trips allotted (b) adherence to Taxi condition as specified in the Contract, (c) adherence to number of Taxis requested by URSC, (d) adherence to driver related conditions as specified in the Contract, (e) adherence to URSC Transport instructions & SOPs and (f) maintaining trip log sheets during bill submission, a Performance Evaluation Factor (PEF) shall be worked out, with $0 \leq \text{PEF} \leq 1$. Refer Annexure-B for details regarding quantification of PEF.
7.4	PEF shall be worked out separately for regular as well as daily trips, corresponding to Taxi Categories supplied.
7.5	The Service Provider shall be duly informed about the findings of performance evaluation by URSC and will be recommended to take suitable actions for improvement.
8.0	SCOPE OF WORK
8.1	The Service Provider shall commit Taxis as per the following requirements: (a) 5 to 20 Sedan Taxis at any time of the day as per the requirements stated from Trip-1 to Trip-6 of RFP Sl. No. 5.3. (b) At least 25 Sedan Taxis on Special Occasions (duly notified by URSC) as per the requirements stated from Trip-1 to Trip-6 of RFP Sl. No. 5.3. (c) At least 15 Sedan Taxis for regular trips as specified in Trip-7 of RFP Sl. No. 5.3. (d) Response Time (T_r) for Sedan Taxis shall be ≤ 4 hours for same day requirements and ≤ 12 hours for next day requirements.
8.2	Taxi Category Requirements: - (a) Sedan is like Maruti Dzire/CIAZ, Hyundai Aura or any other equivalent vehicle from a reputed OEM, with prior approval from URSC. (b) SUV is like Maruti Breeza /Ertiga, KIA Sonet/Seltos, Hyundai Creta or any other equivalent vehicle from a reputed OEM, with prior approval from URSC. (c) MUV is like Toyota Innova Crysta or any other equivalent vehicle from a reputed OEM, with prior approval from URSC. (d) 12 Seater Van is like Force Tempo Traveller or any other equivalent Taxi from a reputed OEM, with prior approval from URSC.

<p>8.3 The Service Provider shall provide well maintained Yellow Board Taxis [not more than 05 (five) years old or total usage less than 1,00,000 km] on the date of supply] with all valid statutory documents / permits & Insurance and also with neat & tidy upholstery. Sufficient spares viz., Stepney, fan belt, hose, tools, first aid kit etc., should be available with the Taxis to take care of emergency repairs. The Service Provider shall also ensure that the Driver of the Taxi:</p> <ol style="list-style-type: none"> a) Has a valid Driving License (DL) and all the required Taxi documents/permits/certificates etc., as per the extant rules & regulations. b) Adheres to the dress code and wear shoes, as per the extant rules & regulations. c) Possess a cell phone and is always available to receive/make calls. d) Has polite & professional behavior.
<p>8.4 The Service Provider should ensure that Taxi(s) report for duty with sufficient fuel and also arrange to provide sufficient money to the Driver for fuel, toll charges, mobile recharge etc., while on duty.</p>
<p>8.5 In case the Taxi reports to or is released from URSC, a maximum of 10 km or the actual distance between the Registered Office of the Service Provider and URSC, whichever is less, shall be admitted as idle distance for payment. In case, the Taxi either reports to or is released to/from any other point in the city other than URSC, then the actual distance between the Office of the Service Provider and reporting / releasing point shall be admitted as idle distance for payment. The entries of these idle time and distance in the log sheets at the beginning and at the end are to be made by the Service Provider. Similarly, if the Taxi reports to or is released from ISITE, a maximum of 20 km or actual distance between the Registered Office of the Service Provider and ISITE, whichever is less, shall be admitted as idle distance for payment.</p>
<p>8.6 In case of local trips, the Service Provider is allowed to use the 2nd log sheet only after a continuous period of 24 Hours. For any continuous duty beyond 12 Hours (but within 24 Hours), the bills will be regulated as per the terms specified in the Contract with extra kilometers and per hour charges respectively. No change of log sheet is allowed for the broken period. However, If the entries in the log sheets spill over within 24 hrs, an additional log sheet can be attached as a continuation (The completed log sheets shall be treated as single log sheet).</p>
<p>8.7 For local trips, the number of Hours for which the Taxi is hired is the basis for deciding the applicable trip (i.e. Trip-1 to Trip-5, indicated from Sl. Nos. 1.1 to 1.5, as per Annexure-A). Whenever Taxi usage exceeds the number of hours, as specified in a particular Trip, the next Trip shall be taken into consideration for applicability. However, if the Taxi usage exceeds 12 hours, Trip-5 shall become applicable and rate per hour beyond 12 hours, indicated in Sl. No. 2.1, as per Annexure-A, shall be taken into account. Also, whenever Taxi usage exceeds the distance in km as specified in the applicable trip, rate per extra km, indicated in Sl. No. 2.2 as per Annexure-A, shall be taken into account.</p>
<p>8.8 For Outstation Trips (Trip-6), the rates shall be applied as under:</p> <ol style="list-style-type: none"> i. Usage of Taxi from trip start time and up to 12 O' Clock mid-night shall be considered as One Day for payment of trip rate and Driver Bata indicated in Sl. Nos. 1.6 & 2.3, as per Annexure-A. ii. Usage of Taxi beyond 12 O' Clock mid-night up to 6 hours i.e. upto 6.00 AM, shall be considered for payment under extra kilometers and extra Hour, indicated in Sl. Nos. 2.4 & 2.5, as per Annexure-A. iii. Usage of Taxi for more than 6 Hours beyond 12 O' Clock mid-night (i.e., after 6.00 AM) shall be considered as another Day. iv. Retention of Driver beyond 12 O' Clock mid-night shall be considered as another Day for payment of Driver Bata.
<p>8.9 On allotment of Taxi after receiving vehicle request from URSC, the Service Provider shall send all relevant Taxi details such as Taxi Category, Registration Number, Driver Name & Contact details, to all concerned users/ Focal Points, or as instructed by URSC.</p>

8.10	URSC shall reimburse the expenditure incurred towards Permit Charges, Toll Charges, Parking Charges etc., while the Taxi is on trip duty, on production of relevant documentary proof.
8.11	Driver shall not be entitled to any privileges from URSC/ISRO, including Boarding & Lodging Charges.
8.12	URSC shall not bear any cost towards operation, repair, maintenance, fuel and oil, servicing, wages of drivers, garage fees, insurance; road tax etc. The complete liability in such cases shall be that of the Service Provider.
8.13	All cost and liabilities arising out of any accident or traffic offence are solely the responsibility of the Service Provider. URSC/ISRO Officials shall not be a party to any dispute arising out of accident or traffic offence. URSC/ISRO shall not be responsible against any claims or law suits by a third party, in case of accidents resulting in loss of property, injury and death.
8.14	In case of any Taxi breakdown, the replacement Taxi shall be provided and no claim for the time lost shall be entertained by URSC.
8.15	URSC shall provide specimen trip log sheet to all the Service Providers at the start of the Contract. Service Provider should ensure that the Driver reports for duty along with sufficient number of log sheets. At the end of the trip, it is the responsibility of the Driver to fill all the columns of the log sheet and obtain signature of Taxi users. Incomplete and illegible log sheets may not be entertained for payment. Any corrections in the log sheet should be attested by the users.
8.16	<p>URSC reserves the right to terminate the Contract in the following cases: Under the normal circumstances, termination/short closing of the Contract is not foreseen. URSC reserves the right to terminate the Contract wholly or partly by giving a prior notice of 30 days under the following circumstances:</p> <ol style="list-style-type: none"> i. For repeated non-performance in the execution of Contract. ii. If the Service Provider fails to deliver the Services within the stipulated schedule as per the requirement of URSC. iii. If the Service Provider fails to perform any other obligations under Contract. iv. Owing to deficiency of service, breach of Contract and cessation of requirement. v. For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity etc., at any point of time during the Contract period, without assigning any reason. vi. Frequent breakdown/stoppage of Taxis mid-way due to poor maintenance, lack of fuel, accident, misbehavior/in-discipline of the Driver and confiscation of Taxi en-route, etc. vii. Untidy conditions of Taxi. viii. Any manipulations/overwriting observed in the log sheets or bills. ix. Suffer any pecuniary loss to URSC/ user Staff due to rash and negligent driving. x. Tampering of Taxi Speedometer/Odometer assembly. xi. If the Service Provider becomes bankrupt or otherwise insolvent or any petition seeking its insolvency is admitted by a Court/Tribunal of Competent Jurisdiction or if the Service Provider applies for voluntary insolvency or enters into any arrangement for deferred payment to its creditors. xii. If the Service Provider is found to have made any false or fraudulent declaration or statement to obtain the Contract or if the Service Provider is found to be indulging in unethical or unfair trade practices. xiii. When both the Parties agree mutually. xiv. Any special circumstances, which must be recorded to justify the cancellation or termination of the Contract. xv. Curtail the period of Contract.

8.17	The Driver(s) should have a valid Driving License (DL), AADHAR Card and Proof of Residence. These documents shall be made available to the concerned authorities whenever asked for. The character and antecedents of the driver(s) deployed shall be got verified through record check by the Service Provider from the concerned Police Authorities and submit the original Police verification report to URSC.
8.18	The Driver(s) and the Taxi(s) should not be changed without the prior permission of Focal Point of URSC. To the extent possible, there should be a regular Driver and regular Taxi.
8.19	The Service Provider will be required to follow the security requirements with a valid Identity Card while entering URSC/ISITE campus and shall maintain high order of discipline while on duty.
8.20	In case, the person deployed by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Service Provider shall be liable to take appropriate disciplinary action against such persons including their removal from the site of work, or replace them immediately who are found unacceptable to URSC.
8.21	The Service Provider shall maintain all Statutory Registers under the applicable Law. The Service Provider shall produce the same on demand, to the concerned authority of URSC or any other Authority under Law.
8.22	The Service Provider shall provide Driver with age below 60 (Sixty) years only at any time during the Contract period.
8.23	The Service Provider shall ensure all Taxis are fitted with GPS for real time tracking of the Taxis. The mode of accessing the GPS for real time tracking should be provided. Service Provider should ensure availability of real time tracking during the entire Contract period. If the Service Provider provides Non-GPS AC Taxis due to exigency or shortage, five (5) Percentage of reduction in the price shall be applicable.
8.24	The Service Provider is encouraged to provide Electric Vehicles (EV). EV brought to URSC campus shall be in fully charged condition. The rate of electric Taxi (EV) shall be at par with Taxi Categories, indicated in RFP Sl. No. 8.2. All other Taxi conditions described elsewhere shall be applicable for EV also.
9.0	TRIP ALLOTMENT AMONGST SERVICE PROVIDERS
9.1	Normally, four (4) Service Providers are being envisaged for this rate Contract.
9.2	Establishing Original Commercial Ranking of Service Providers for each Taxi Category: After opening of price bids for all technically suitable Service Providers, original rates quoted by them as per Annexure-A shall be considered for each Taxi Category. Based on the frequency of <u>lowest original trip rates against Sl. Nos. 1.1 to 1.6, as per Annexure-A</u> , the Service Providers shall be ranked as L1, L2, L3, ... etc., for that particular Taxi Category, in the decreasing order of frequency. In case of a tie of frequency amongst multiple Service Providers, the Service Provider with lower average trip rate calculated for Sl. Nos. 1.1 to 1.6 shall be given lower commercial ranking. In case even average rates are same, Service Provider having higher frequency of <u>lowest original extra rates against Sl. Nos. 2.1 to 2.5, as per Annexure-A</u> , for that particular Taxi Category, shall be given lower commercial ranking.

9.3 Service Provider L1 for a specific Taxi Category shall be accorded priority during trip allotment planned with that particular Taxi category. However, during counter-offer, L1 has to accept **all the lowest rates for that Taxi Category** i.e. Sl. Nos. 1.1 to 1.6 and Sl. Nos. 2.1 to 2.5, as per **Annexure-A**.

9.4 For any Taxi Category, counter-offers shall be made to L1, L2, L3 and L4 Service Providers to accept lowest rates discovered from Sl. No. 1.1 to 1.6 and 2.1 to 2.5, as per **Annexure-A**. In case any of these Service Provider (s) do not agree to match all the lowest rates for that Taxi Category during counter offer, the next Service Provider L5 shall then be considered for counter-offer and the process shall continue until the required number of Service Providers are available for all Taxi Categories after counter-offer.

9.5 Service Providers identified through the above procedure shall have to provide Taxis for the following 2 major trip categories:
(a) **Regular trips** for operating on specified routes on regular basis.
(b) **Daily trips** for both local / outstation duties, arising on need basis.

9.6 (a) Trips shall be originally allotted amongst L1, L2, L3 & L4 Service Providers in the nominal ratio of 40%: 30%: 20%: 10%, corresponding to the applicable Taxi Category.
(b) In case less than four (4) Service Providers are available/allowed during the currency of Contract, the ranking shall be updated and re-allotment shall be made as under:

No. of Service Providers	Re-allotment ratio in the order of L1, L2, L3,
3	50%: 30%: 20%
2	60%: 40%

(c) Number of trips shall be suitably rounded off during allotment / reshuffling.

9.7 **Allotment of Regular Trips**

9.7.1 These trips are fixed and need to be operated regularly on the specified routes within the city limits of Bangalore throughout the Contract period. Normally, regular trips are used for pick-up of URSC commuter(s) from designated boarding point(s) along the route and boarding time is fixed accordingly to ensure their arrival at URSC by 8.30 am. After 5pm in the evening, the same commuters are dropped from URSC to their respective locations. Allotment of regular trips shall be based on the number of available Taxi routes in URSC. During the currency of Contract, URSC may add / delete / modify the routes, depending on operational convenience and commuter requirements.

9.7.2 Service Providers shall be willing to operate all the routes which are allotted to them by URSC. The Service Provider shall avoid change of Taxis dedicated for regular trips to the extent possible. No request for change of routes by Service Provider shall be entertained by URSC.

<p>9.7.3 Regular trips once allotted to L1, L2, L3 & L4 Service Providers shall generally remain unchanged. However, they may be reshuffled as under: -</p> <p>(a) <i>Based on Performance Evaluation Factor (PEF) [Refer RFP Sl. No.7]:</i> If during evaluation, there is/are Service Provider(s) with $PEF \leq 0.7$ then,</p> <ol style="list-style-type: none"> i. Such Service Providers shall be considered in the decreasing order of PEF and the Service Provider with minimum PEF shall be identified for reshuffling the number of allotted trips. Number of routes identified for reshuffling = $(1-PEF) \times 100\%$ of the total allotted trips and suitably rounded off to the nearest natural number ≥ 1. ii. In case of multiple Service Providers with same minimum PEF, Service Provider with the highest total deficiency points shall be considered for reshuffling, as per the formula in Sl. No. i. above. In case even total deficiency points are same, identification shall be on the basis of original commercial ranking of such Service Providers, starting from highest to lowest. iii. Allotment of reshuffled trips shall take place amongst the remaining 3 Service Providers in the decreasing order of PEF. In case of a tie of PEF, Service Provider with the lowest total deficiency points shall be considered for allotment. In case even total deficiency points are identical, allotment shall be on the basis of original commercial ranking of such Service Providers, starting from lowest to highest. Maximum number of trips allotted to any Service Provider during reshuffling shall be = $PEF \times (\text{No. of Taxis committed for Trip-7 as in RFP Sl. No. 5.3} - \text{No. of trips currently allotted})$. The trips shall be rounded off to the nearest natural number ≥ 1. <p>(b) <i>Based on Commuter Complaint/ Request:</i> If any specific commuter complaint / request is received in this regard by URSC or</p> <p>(c) <i>Based on Operational Reasons:</i> Due to operational requirements of URSC Transport.</p>
<p>9.7.4 In case the Service Provider(s) fails to perform regular trip duties on a particular day, the Taxi(s) shall be hired from the open market and cost of the same shall be adjusted from the bills of such Service Provider (s).</p>
<p>9.7.5 Service Provider(s) with</p> <ol style="list-style-type: none"> (A) $PEF = 0.5$ for any two (2) evaluation periods, (B) $PEF = 0.6$ any three (3) evaluation periods, (C) $PEF = 0.7$ for any four (4) evaluation periods, <p>shall not be awarded any further regular trips and the provisions under RFP Sl. No. 9.6 (b) shall be applied.</p>
<p>9.7.6 For any Taxi Category, Service Provider(s) with $PEF=0$ shall not be awarded any further regular trips and the provisions under RFP Sl. No. 9.6 (b) shall be applied.</p>
<p>9.8 Allotment of Daily Trips</p>
<p>9.8.1 These trips are purely need based, which might arise at any time of the day and also on various occasions, as notified by URSC. These trips are of short duration involving local / outstation movement, as per the trip details mentioned in Trip-1 to Trip-6 as in RFP Sl. No. 5.3.</p>

9.8.2	<p>Nominal quota of daily trips allotted to Service Providers may be reshuffled as under: -:</p> <p>(a) <i>Based on Performance Evaluation Factor (PEF) [Refer RFP Sl. No.7]:</i> If during evaluation, there is/are Service Provider(s) with $PEF \leq 0.7$, the Service Provider with minimum PEF shall have its nominal quota of daily trips reduced to $PEF \times 100\%$. In case of multiple Service Providers with same minimum PEF, Service Provider with the highest total deficiency points shall be considered for reshuffling. In case even total deficiency points are same, identification shall be on the basis of original commercial ranking of such Service Providers, starting from highest to lowest.</p> <p>Quota of Daily trips available after reshuffling shall be awarded to the Service Provider with highest PEF. In case of a tie of PEF, allotment shall be in the increasing order of total deficiency points. In case even total deficiency points are same, allotment shall be on the basis of original commercial ranking of such Service Providers, starting from lowest to highest.</p> <p>(b) <i>Based on Commuter Complaint/ Request:</i> Due to specific complaint / request received by URSC.</p> <p>(c) <i>Based on Operational Reasons:</i> Due to operational reasons of URSC Transport.</p>
9.8.3	<p>Service Provider(s) with</p> <p>(A) $PEF = 0.5$ for any two (2) evaluation periods, (B) $PEF = 0.6$ any three (3) evaluation periods, (C) $PEF = 0.7$ for any four (4) evaluation periods, shall not be awarded any further daily trips and the provisions under RFP Sl. No. 9.6 (b) shall be applied.</p>
9.8.4	<p>For any Taxi Category, Service Provider(s) with $PEF=0$ shall not be awarded any further daily trips and the provisions under RFP Sl. No. 9.6 (b) shall be applied.</p>
9.8.5	<p>Given the dynamic and need based nature of daily trips, no assurance can be given about quantum of these trips, since they purely depend on the nature of activities and programmatic requirements of URSC during the Contract period.</p>
9.8.6	<p>In case none of the Service Providers agree to meet URSC Taxi requirement, Taxi(s) shall be hired from the open market and cost of the same shall be adjusted from the bills of Service Providers.</p>
9.9	<p>In the event of company closure / non-performance / repeated under performance / willful default / fraudulent manipulation of Taxi log sheets noticed during execution of the Contract, URSC reserves the right to short close the Contract with such Service Provider(s) and apply the provisions under RFP Sl. No. 9.6 (b).</p>
10.0	<p>VOLUME OF WORK:</p> <p>No guarantee can be given as to the definite volume of work which will be entrusted to the Service Provider at any time during the period of the Contract. The requirement of Taxi purely depends upon the activities of the URSC. The mere mention of number of Taxis against this Contract does not by itself confers the right on the Service Provider to demand that work relating to or any item thereof, should necessarily or exclusively be entrusted to the Service Provider.</p>
11.0	<p>PAYMENT TERMS:</p> <p>Payment shall be made within 15 days from the date of submission of valid bills for the services rendered supported with Log Sheets duly certified by User Division/Projects. Bills should be submitted on weekly basis.</p>

12.0 FALL CLAUSE:	The Rates quoted by the Service Provider shall, in no event, exceed the lowest rates at which the Service Provider provides the services of identical nature to any other party/parties/firm/Government Department/PSWPSE during the currency of the Contract. If at any time, during the Contract period, the Service Provider reduces the rate(s) to any other Party/Parties/Firm, Government Department, PSU, PSE such reduction shall be notified to URSC and the rates payable shall be correspondingly reduced.
13.0 URSC reserves the right:	<ul style="list-style-type: none"> i. To enter into Parallel Rate Contract simultaneously or at any time during the period of Contract with more than one Service Providers in order to facilitate continuous supply of Taxes/Taxi. ii. To place ad-hoc Contract or Contracts simultaneously or at any time during the period of the Contract with one or more Service Providers.
14.0 INDEMNITY BOND:	The Service Provider shall indemnify URSC on Rs. 200/- Non Judicial Stamp Paper against any action, claims or proceedings relating to infringement of all or any of the prevailing laws during the currency of the Contract. The Indemnity Bond has to be executed as per our specimen.
15.0 SECURITY DEPOSIT:	The Service Provider shall execute Security Deposit for three (3%) of total Contract value to ensure satisfactory Performance of the Contract. The Security Deposit shall be executed within 20 days after Receipt of Rate Contract or any extension thereof and shall be valid 60 days beyond completion of all Contractual obligations. The Security Deposit is to be furnished in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank/Scheduled Bank. The Security Deposit shall be executed on a Non-Judicial Stamp Paper of Rs. 200/-. In case the Service Provider fails to furnish the Security Deposit within 20 days or any extension thereof the Rate Contract shall be Cancelled or Terminated and appropriate penal action shall be initiated. Any breach of the Terms and Conditions of the Rate Contract, Security Deposit shall be forfeited and Rate Contract shall be terminated and cancelled at the Service Provider's risk, cost and liability. The Security Deposit will not carry any interest and shall be returned after completion of all the Contractual obligations.
16.0 INCOME TAX:	Income Tax as applicable shall be recovered and Accounts Officer, URSC will issue necessary IT Certificate.
17.0 PUBLICITY:	No publicity of any kind whatsoever regarding this Contract shall be given by the Service Provider without prior permission of URSC.
18.0 SUBLETTING OF CONTRACT:	The Contract shall not be sublet, transferred or assigned to any other firm, person, company, etc., without prior written permission of URSC.
19.0 JURISDICTION:	The Courts within Bengaluru will have the Jurisdiction to deal with and decide any matter arising out of this Contract.
20.0 APPLICABLE LAW:	The Contract shall be interpreted, construed and governed by the Laws of India.

21.0 ARBITRATION:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre — Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitration. The applicable language for Arbitration shall be "English" only.

22.0 COMPENSATION FOR DAMAGES CAUSED FOR PERSONS, GOODS. PROPERTY:

The Service Provider shall indemnify and hold harmless, URSC and/or any Officer, Employees or assignee thereof, against any loss, damage or expense resulting from damage to property or personnel injury arising out of willful misconduct or gross negligence of the Service Provider or their personnel in the execution of this Contract. The Service Provider shall, at its expense defend any suit or proceedings brought against URSC on account thereof, and shall satisfy all judgments and pay all expenses, which may be incurred by or rendered against them, or any of them in connection therewith. URSC shall not be responsible for any damages, loss, claims, financial and other injury for any person in course of their performance of their duties or for payment towards any compensation.

23.0 TERMS AND CONDITIONS OR CLAUSES NOT COVERED IN THIS DOCUMENT:

Any other terms, conditions or clauses not covered in this document shall be in accordance with the concerned Labour and other statutory rules/acts.

24.0 PRE-BID MEETING

- 24.1 A Pre-bid meeting will be arranged by URSC for all the bidders in order to provide more clarity to the prospective Service Providers for better understanding of the requirements incorporated in the RFP.
- 24.2 Interested bidders may confirm their participation by e-mail to ps0_h@ursc.gov.in, within 14 days from the date of Public Notification, quoting the Tender Reference Number in advance, so as to make the necessary arrangements.
- 24.3 Pre-bid meeting details shall in turn be communicated to the bidder by URSC through a return e-mail which may be attended by a Representative authorized by the Service Provider. No request for preponement or postponement of pre-bid meeting shall be entertained by URSC.
- 24.4 It should be noted that no further clarification pertaining to the RFP shall be entertained by URSC, subsequent to pre-bid meeting.

HIRING OF AC TAXIS WITH GPS UNDER RATE CONTRACT FOR URSC**(Important: No pricing information to be revealed in Annexure-A)**

Sl. No.	PARTICULARS	Basic Rate for Taxi Category (in Rs.)			
		Sedan	SUV	MUV	12 Seater Van
1.0 Trip Rates					
1.1	Local Trip : Trip-1 : 4 hrs (40 Km)				
1.2	Local Trip : Trip-2: 6 hrs (60 Km)				
1.3	Local Trip : Trip-3 : 8 hrs (80 Km)				
1.4	Local Trip : Trip-4 : 10 hrs (100 Km)				
1.5	Local Trip : Trip-5 : 12 hrs (120 Km)				
1.6	Outstation Trip : Trip-6 : One day or 300 km				
2.0 Extra Rates					
2.1	All Local Trips (Trip-1 to Trip-5): Rate per hour beyond 12 hours				
2.2	All Local Trips (Trip-1 to Trip-5): Rate per extra km				
2.3	All Outstation Trips (Trip-6): Driver Bata / day				
2.4	All Outstation Trips (Trip-6): Rate per extra hour				
2.5	All Outstation Trips (Trip-6): Rate per extra km				

Quantification of Performance Evaluation Factor (PEF)
(Refer RFP Sl. No.7 for more details)

- A. During evaluation, based on the deficiency in performance parameters reported or observed for a Service Provider during the evaluation period, **deficiency points** against each Performance Parameter shall be calculated as under:

Sl. No.	Performance Parameter	Deficiency Points Calculation
1	Adherence to Time/ Schedule	(Total No. of Reported Deficiencies) x (1-Load Factor) x 0.5
2	Adherence to vehicle condition, requirements & features as stipulated in PO	(Total No. of Reported Deficiencies) x (1-Load Factor) x 0.5
3	Adherence to driver related conditions & requirements as stipulated in PO	(Total No. of Reported Deficiencies) x (1-Load Factor) x 0.5
4	Compliance to URSC instructions & SOPs	(Total No. of Non-compliances Observed) x (1-Load Factor) x 1.0
5	Adherence to number of vehicles requested for a trip	$\frac{\text{(Vehicle Deficit Observed)} \times 1.0}{\text{(No. of Vehicles Requested for a Trip)}}$
6	Maintaining Trip Log Sheets during bill submission	$\frac{\text{(No. of Log Sheets with issues)} \times 1.0}{\text{(No. of Log Sheets submitted in the Bill)}}$

Note: For the purpose of evaluation, Load Factor shall be based on nominal ratio of trips allotted to a Service Provider.

- B. **Total deficiency points** earned by a Service Provider during the evaluation period shall then be computed by summing the deficiency points against all Performance Parameters, i.e. from Sl. No.1 to 6, as calculated in A above. On the basis of total deficiency points, PEF shall finally be arrived as under:

Total Deficiency Points	Performance Evaluation Factor (PEF)
≥ 0 and < 1	1.00
≥ 1 and < 2	0.90
≥ 2 and < 3	0.80
≥ 3 and < 4	0.70
≥ 4 and < 5	0.60
≥ 5 and < 6	0.50
≥ 6	0.00