GOVERNMENT OF INDIA PRIME MINISTER'S OFFICE GENERAL SECTION TENDER DOCUMENT

For providing Taxi services (CNG fuel)

to the Prime Minister's Office

by reputed Taxi service provider

Date of issue of Tender Document 29th January, 2013

Last Date & time for submission of up to 1500 hours on 19th Feb, 2013

Tender Document

Date & time for opening of Tender

Document:

: At 1530 hours on 19th Feb. 2013

Financial Bid of eligible Tenderers : At later date

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File No. D-26015/1/2013 PMG PRIME MINIISTER'S OFFICE (General Section) *******

New Delhi, the 29th January, 2013.

TENDER NOTICE

Hiring of Vehicles (CNG fuel)

- Sealed tenders are invited under Two Bid System i.e. (Part-I Technical Bid and Part-II Financial Bid) from reputed, experienced and financially sound Taxi service providers to provide rental CNG-fuel taxies to Prime Minister's Office, South Block, New Delhi. The contract will be initially for a period of two years which may be extended further for a period of another six months on review of performance depending upon the requirement and administrative convenience of Prime Minister's Office. The quantum of requirement of vehicles is tentatively 15 on a regular basis which may increase or decrease depending on the requirements of this Office.
- 2. The tender document can be downloaded from the website of Prime Minister's Office pmindia.nic.in
- 3. The interested service providers may submit the tender complete in all respects along with Earnest Money Deposit (EMD) of Rs. 1,50,000 (Rupees one lakh fifty thousand only) refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of Section Officer, Prime Minister's Office, South Block, New Delhi between 9 AM to 5.30 PM from 29th January, 2013 onwards till 3.00 P.M on 19th February, 2013 at the Dak Counter of Prime Minister's Office in South Block, New Delhi. No tenders will be accepted after the stipulated date and time under any circumstances what so ever.
- 4. The Technical bid shall be opened on the same day i.e. on 19th February, 2013

at 1530 hours in Room No. 236 D, Prime Minister's Office, South Block New Delhi – 110 011 in the presence of the representative of firms who wish to be present. At the first instance the technical bids shall be evaluated by a Tender Evaluation Committee (TEC) constituted for the purpose by the Prime Minister's Office. At the second stage financial bids of only those firms who qualify in the technical bid stage shall be opened at a later date. The scheduled time, date and venue for opening the financial bids will be communicated separately. The Tender Evaluation Committee (TEC) shall, after evaluation of the Technical/ Financial bids, give its specific recommendations regarding the lowest responsive bid, which is to be selected alongwith a comparison statement duly signed by the members of TEC.

5. The Competent Authority, Prime Minister's Office reserves the right to cancel the tender at any time or amend /withdraw any of the terms and conditions contained in the Tender Document without assigning any reason, therefor.

(R.Mythili) Under Secretary to the Govt. Of India

A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

- 1. Prime Minister's Office, situated at South Block, New Delhi-110011 requires the services of reputed well established and financially sound taxi service providers (hereinafter referred to as "Service Providers") to provide rental taxi services for Delhi & NCR.
- 2. The contract shall be valid for a period of two years from the date of letter awarding the contract, which can be extended for such period not exceeding six more months as may be decided by the competent authority, after review of performance.
- 3. Interested Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 1,50,000 (Rupees One lakh fifty thousand only) with Technical bid between 9 AM to 5.30 PM from 29th January 2013 onwards till 3.00 P.M on 19th Feb. 2013 at the Dak Counter of Prime Minister's Office in South Block, New Delhi-110011.
- 4. The tender shall be accepted under Two Bid System. The interested Service Providers are advised to submit Technical & Financial bids in two separate sealed envelopes superscribing "Technical Bid for Providing Taxi services to Prime Minister's Office" and "Financial Bid for Providing Taxi Services to Prime Minister's Office" respectively. Both sealed envelopes should be kept in a third bigger sealed envelope superscribing "Tender for Providing Taxi Services to Prime Minister's Office".
- 5. Technical Bid of the service providers must necessarily be accompanied with Earnest Money Deposit (EMD) of Rs. 1,50,000 (Rupees One lakh fifty thousand only), refundable (without interest), in the form of Demand Draft / Pay Order drawn in favour of Section Officer, Prime Minister's Office, South Block New Delhi failing which the tender shall be rejected summarily.

- 6. The rates of contract awarded would be subject to review on revision of CNG prices after the award of the contract. If there is any revision in the price of the CNG, the rate of contract will stand revised by one fourth (1/4th) of the percent revision in CNG fuel price. The revision will take effect from the first day of the following month of the month in which revision takes place. For illustration, if the CNG price is increased/decreased by 10 % on 27th June, the rates of contract will stand increased/decreased by 2.5% with effect from 1st July.
- 7. The successful tenderer will have to deposit Performance Security Deposit of Rs. 3,00,000/- (Rupees Three lakh only) in the form of an Accounts payee Demand Draft / Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the Pay & Accounts Officer, Prime Minister's Office, New Delhi or a bank guarantee from a commercial bank covering the period of contract. The performance security should remain valid for a period of ninety days beyond the date of cessation of the contract for initial two years and completion of all contractual obligations of the bidder including warranty obligations. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenderer.

8. Conditional bids shall not be considered and will be outrightly rejected.

- 9. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In no case should there be any change in the format of the financial bid. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be attested by the person authorized to sign the tender bids.
- 10. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners

admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender alongwith the name of authorized partner to interact with Prime Minister's Office.

- 11. Each page of the tender document as well as annexure should be signed by the tenderer or by authorized signatories with seal of the firm.
- 12. The Technical bid shall be opened on the scheduled date and time (At 1530 hrs. on 19th Feb. 2013), in the Room No. 236 D, Prime Minister's Office, South Block, New Delhi- 110011 in the presence of the representatives of the Agency/firm if any, who wish to be present at the time of opening the tender.
- 13. The financial bid of only those tenderers will be opened who qualify in the technical bid. The scheduled time and venue etc. for opening financial bids will be communicated to only those agencies/firms who have qualified in the technical bid stage.
- 14. The bidding firm has to give a self certified certificate that it has not been blacklisted by any Central Government Department/PSU/Bank etc. If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc. the earnest money will be forfeited and the bid/contract will be rejected/ cancelled.
- 15. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
- 16. If after award of the contract, the successful bidder (L1) fails to provide required number of vehicles/taxis, the contract is liable to be cancelled alongwith forfeiture of performance security and other consequential action such as blacklisting as deemed appropriate.

B. TERMS AND CONDITIONS

- The contract shall be valid for a period of two years from the date of awarding of the contract, which can be extended for such period as may be decided by the competent authority, but not more than six months after review of performance.
- 2. The contract can be short closed on account of unsatisfactory services upon performance review by the Competent Authority in Prime Minister's Office. The unsatisfactory service shall mean and include noncompliance and non-fulfillment of any of the contractual obligations by the Service Provider and/or poor performance and violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/shortcomings brought to its notice in writing by the competent authority of Prime Minister's Office.
- 3. By virtue of this agreement, no relationship will be created between the driver and Prime Minister's Office. It will be the sole responsibility of the Service Provider to pay salary and other benefits to its drivers meeting all statutory obligations and no complaint by any of its drivers in this regard will be entertained by the Prime Minister's Office.
- 4. The agreement can be terminated earlier by giving two month's written notice on Prime Minister's Office side and three months notice on the side of Service Provider without assigning any reason and the decision of the competent authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.
- 5. All the vehicles to be provided by the successful bidder should be of <u>April</u>, <u>2011 make</u> or later and should be mechanically sound and should have decent interiors with other necessary accessories as defined in the contract.

- 6. The quoted rates will be all inclusive and no other charges will be paid extra.
- 7. No night charges will be payable.
- 8. The services shall be provided on 24x7 basis. The Service Provider shall ensure availability of adequate number of vehicles and drivers in a manner that issues relating to leave / rest of drivers are addressed as per statutory rules / regulations.
- 9. The mileage for the purpose of "vehicle run" and "hours of duty" shall be reckoned from the place of reporting or place of release as the case may be.
- 10. No mileage will be allowed to drivers for lunch/breakfast or for filling of fuel etc.
- 11. The average running of vehicles and duty hours may at times exceed the prescribed limit of hours and kilometers in a day/month.
- 12. The Service Provider will ensure that the fuel tank of the vehicles provided is fully filled up before sending the vehicle for duty.
- 13. The Service Provider will ensure that all drivers have live mobile phone connection so that they can be contacted whenever required.
- 14. The driver provided by the Service Provider should be well mannered, courteous and polite to officers with whom he is attached along with vehicle. He should be well acquainted with NCR area, punctual, have valid driving license and should have neat and clean uniform with name badge. The driver should not smoke or drink while on duty and should not play cards, etc. during idle time. (A detailed map book of NCR area should be kept in car).

- 15. Out of the vehicles supplied by the firm to <u>Prime Minister's office, at</u> <u>least three vehicles should have all necessary permits to run in the NCR areas of NOIDA and Gurqaon.</u>
- 16. During the periodical maintenance of the vehicle, Service Provider shall provide standby vehicle of same make & year.
- 17. Vehicles shall always carry first aid box and mandatory spares, viz fuses, spark plugs, belts, fire extinguisher, torch, umbrella, etc.
- 18. The Service Provider shall be responsible for complying with obligations under income tax, ESI, PF, Contract Labour (Regulation and Abolition) Act, Wages Act, Labour Laws etc. and damages to third party arising due to accident, etc.
- 19. The Service Provider shall be responsible for all litigation arising out of the non-payment of road tax, service tax, traffic violations, etc. and other dues to the appropriate authority and also the payment of compensation to drivers and any other involved parties in the event of death/injuries/damages arising out of accidents and/or due to various other causes.
- 20. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract.
- 21. Bills for supply of vehicles for a month along with certificate of the number of hours and the mileage (Kms. run during the month by the official) will be submitted by 5th of the following month to the Under Secretary, Prime Minister's Office or any other officer authorized for this purpose by the competent authority, for payment.
- 22. Payment for use of the vehicles will be made on a monthly basis, which would be determined on a clubbing basis i.e. 36,000 kms per month for 15 vehicles and 12 hours per day per vehicle. For the purposes of billing, the daily hours for individual vehicles will not be clubbed.

- 23.1n case of dispute of any kind, the firm shall abide by the decision of the Competent Authority, Prime Minister's Office. In case the dispute is required to be referred to Arbitration, it shall be referred to the sole arbitrator under Arbitration and Conciliation Act 1996. The place of settlement of dispute shall be Delhi. In case the settlement of dispute is in the court, it will be in the jurisdiction of courts at Delhi.
- 24. The service provider shall be responsible for keeping the vehicle insured in compliance of the provisions of Motor Vehicle Act.
- 25. The service provider shall also be responsible for compliance of the legal provision in respect of the vehicle and shall **indemnify** the Prime Minister's Office against any damages/claims arising out of the contract.
- 26. The vehicles will have to be fitted /provided with the following mandatory additional accessories/utilities:-
 - 1. Clean seat covers
 - 2. Good quality radio music system
 - 3. Reading lamp
 - 4. Tissue paper box
 - 5. Car perfume
 - 6. Mobile charger
 - 7. Seat Belts (Front & Rear)
 - 8. Umbrella during Monsoon.
 - 9. Clean floor mats.
- 27. Service Provider should have sufficient number of drivers having experience of driving in Delhi and in NCR areas of NOIDA and Gurgaon.
- 28.A declaration on the printed letter-head of the firm, stating inter-alia that the drivers provided are of good character, duly verified by Delhi Police from security angle and have a valid driving license and are well conversant with the roads of Delhi and NCR should be provided to the Under Secretary, Prime Minister's Office.

- 29. The Service Provider should have an adequate number of telephones for contact round the clock and the numbers of the same should be given to the Under Secretary or any other officer authorized for this purpose by the competent authority, Prime Minister's Office as well as to the officer to whom the vehicle has been provided.
- 30. The Service Provider should have a provision to take bookings on 24 x 7 basis.
- 31 .A daily record indicating time and mileage run for each vehicle shall be maintained by the driver and submitted to the concerned officer in the Prime Minister's Office using the vehicle for providing monthly certification.
- 32. The Service Provider shall ensure that the odometer of car supplied is properly sealed.
- 33. The authorized officer of this Office may conduct surprise checking of odometer of the car supplied from any workshop and cost thereof will be borne by the agency.
- 34. In addition to the aforementioned, violation of the terms and conditions would attract the provisions of the Penalty Clauses provided in Part 'C' of the Tender Document.

C. PENALTY CLAUSE

Penalty will be levied, for the violation of terms & conditions of the contract in the following manner: (Amount in Rs.)

SI. No	Violations	Penal Amount per month per car			Amount deduct	Remarks
No		First Instance	Second Instance	Third & subseq uent Instanc es	e d per day per car	
1.	Non functioning of AC in Car.			500/-		
2.	Failure to provide alternative arrangement within one hour of vehicle breakdown	500/-	1000/-	2000/-		Rental charges for the day will also not be paid
3.	Tampering of meters of vehicle	1000/-	2000/-	3000/-		Competent authority has the discretion to terminate the contract alongwith forfeiture of performance security / blacklisting of firm
4.	Irregularities such as overwriting, forged entries etc. in the duty slips (to be maintained in prescribed format)	1000/-	2000/-	3000/-		do
5.	Changes of driver without prior intimation of Prime Minister's office & officers to whom vehicle is attached.	500/-	500/-	500/-		On each occasion

6.	Delay (more Than 15 minutes) in reporting for duty by driver/vehicle	500/-	1000/-	2000/-	 Rental charges for the day will also not be paid. Alternate arrangement for the vehicle will be made by the office at the risk and cost of the Service Provider
7.	Non- compliance of any other terms & conditions	500/-	1000/-	2000/-	 For each violation per vehicle

D. TECHNICAL BID QUALIFICATION CRITERIA

The Applicant must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section D & E:

- A. The Office of the Applicant should be located either in Delhi/New Delhi.(proof of address to be provided)
- B. In case of partnership firms, a copy of the partnership agreement, or general Power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general Power of Attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- C. The Applicant must have a minimum of two years experience in supply of taxis to Central Government Departments/Public Sector Companies /Banks. Proof of satisfactory performance of at least one contract relating to supply of taxi services to Central Government/State Governments/ PSUs/Banks/ in last three years along with attested copies of the supply order should be enclosed.
- D. The Applicant should have had a minimum annual turnover (billing amount) of Rs. 30 lakhs each year during three financial years i.e. 2009-10, 2010-11, 2011-12. A copy of turn over statement duly certified by Chartered Accountant must be enclosed with the tender document and copy of Income Tax return for the assessment years, i.e 2009-10, 2010-11, 2011-12 (corresponding to financial year 2008-09, 2009-10 and 2010-11).
- E. The Applicant should have its own Bank Account. Certified copy of the account maintained for 2010-11 and 2011-12 issued by the Bank, shall be enclosed.
- F. The Applicant agency (not individual) should be **registered with**Service Tax Department. Certified copy of the registration shall be attached with the Bid document.

- G. Self Certificate that the firm has not been blacklisted by any Central Government Departments/Ministries/PSUs/Banks, etc. should be enclosed.
- I. If it is found that the information/certificates furnished by the participating firm is incorrect/wrong or bogus, the firm shall be blacklisted and its bids will be ignored and EMD/Performance security forfeited.
- J. The vehicles supplied to Prime Minister's Office should be only CNG fuel driven.

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E. PROFORMA FOR TECHNICAL BID

	Cr	iteria
1	Name of 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 Reg. Office Telephone No. FAX No. E-Mail Address	
4	Full address of Operating/ Branch Office in Delhi Telephone No. FAX No. E-Mail Address	
5	Banker of Agency with full address(Attach Bankers certificate of account maintenance for the last three years) Telephone Number of Banker	
6	Registration No. of the Agency /firm	Attach attested copy of the Registration
7	Service Tax Registration No.	Attach attested copy of the Registration
8	Financial turnover of the Agency for financial year 2009-10, 2010-11 & 2011-12	Attach financial statement certified by the CA.
9	I.T. returns for Assessment Years - 2009-10, 2010-11, 2011-12 (for F.Y 2008-09, 2009-10 and 2010-11)	Copy of the I.T. returns.
	Details of major contracts handled satisfactorily in last two years	Attach as per format at "F"

11. Self Certificate- for non blacklisting.	Attach Certificate (in Format 'A')
	Signature of authorized person
Date: Place:	Name : Seal :
<u>DECL.</u>	<u>ARATION</u>
	Shri Proprietor/Director/authorized signatory of petent to sign this declaration and execute
2. I have carefully read and unders tender and undertake to abide by them	tood all the terms and conditions of the
true and authentic to the best of my k aware of the fact that furnishing of ar	hed along with the above application are knowledge and belief. I / we, am / are well my false information / fabricated document or at any stage besides liabilities towards
4. I hereby undertake to work at L1 rain the tender documents.	ates as per the terms and conditions given
D .	Signature of authorized person
Date: Place:	Full Name

Format 'A'

(On letterhead of firm)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. (name & address of firm) is neither blacklisted by any Government Department nor any criminal case is registered against the firm.

Name & Signature of Proprietor/authorized signatory

F. Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Firms handled by the tendering Agency for providing hiring of taxi services during the last three years in the following format (attested copies of the last three years work award may be enclosed):

S.	Details of client along with address, telephone and FAX numbers	Amount of	Duration of Contract		
No.		Contract (Rs. Lakh per year)	From	То	
1					
2					
3					

(If the space provided is insufficient, a separate sheet may be attached)

G. PROFORMA FOR FINANCIAL BID

SCHEDULE: Delhi / New Delhi / NCRareas of Noida and Gurgaon

(1) Rates (including all taxes and levies except service tax, parking and toll charges) of taxis on monthly basis:

Make	Rate per vehicle for Minimum hiring of 2400 kms and Upto 360 hrs (In Rs per month)
1	2
Maruti D'zire (AC) or Toyota Etios (AC) of White color	

- 2. The criteria for evaluating the lowest bidder will be Rate per vehicle for Minimum hiring of 2400 kms and Upto 360 hrs.
- 3. The rate per extra kilometer beyond the minimum monthly prescribed rate will be arrived at by dividing the quoted rate in column 2 by 2400 Km. and 12 hr., per day.
- 4. Payment for use of the vehicles will be made on a monthly basis, which would be determined on a clubbing basis i.e.36,000 kms per month for 15 vehicles and 12 hours per day per vehicle. For the purposes of billing, the daily hours for individual vehicles will not be clubbed.
- 5. If some vehicles are hired on daily basis, the applicable rate per day will be respective rate quoted in column 2 divided by 30