

**GOVERNMENT OF INDIA
PLANNING COMMISSION
STAFF CAR CELL**

TENDER DOCUMENT

**For providing Taxi services (CNG fuel)
to the Planning Commission and its attached offices
at Delhi and NCR
by reputed Taxi service provider**

Date of issue of Tender Document : 4th August, 2011
Last Date & time for submission of : up to 1500 hours on 25th August, 2011
Tender Document
Date & time for opening of Tender : At 1530 hours on 25th August, 2011
Document:

Financial Bid of eligible Tenderers : At later date

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No. File No. 26016/26/2010-Gen.II
Government of India Planning
Staff Car Cell

Yojana Bhawan, Sansad Marg
Dated 04th August, 2011,
New Delhi- 110001.

TENDER NOTICE

Hiring of Taxi services (CNG fuel)

1. 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 taxis to Planning Commission, Office of Chairman, Economic Advisory Council to the Prime Minister, Office of Adviser to Prime Minister on P-III, Office of Chairman, National Transport Development Policy Committee, etc. in Delhi and National Capital Region. The contract will be initially for a period of one year which may be extended further for a period of another one year on review of performance depending upon the requirement and administrative convenience of Planning Commission. The quantum of requirement of vehicles is tentatively 30 on a regular basis which may increase or decrease depending on the requirements of the Commission and its attached offices.
2. **The tender document can be downloaded from the website of <http://Planning Commission.nic.in>.**
3. The interested service providers may submit the tender complete in all respects along with **Earnest Money Deposit (EMD) of Rs. 2,00,000** (Rupees two lakh only) refundable without interest, in the form of demand draft / Pay Order drawn in favour of Pay and Accounts Officer, Planning Commission, New Delhi between 9 AM to 5.30 PM from 04.08.2011 onwards till 3.00 P.M on **25.08.2011** in the tender box kept at the Reception Counter of Planning Commission., Yojana Bhawan, New Delhi 110001. 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 25.08.2011**

at 1530 hours in Room No. 344, Yojana Bhawan, Sansad Marg, New Delhi - 110001 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 Commission. 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, Planning Commission 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, thereof.



(T. Nanda Kumar)
Under Secretary to the Govt. Of India

A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. Planning Commission, situated at Yojana Bhawan, Sansad Marg and its attached offices at EAC, Vigyan Bhawan Annexe and other offices viz: P III and TPPC Chairman, located at New Delhi 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 one year from the date of letter awarding the contract, which can be extended for such period not exceeding one more year as may be decided by the competent authority, after review of performance.
3. Interested Service Provider may submit the tender document **complete in all respects along with Earnest Money Deposit (EMD) of Rs. 2,00,000 (Rupees Two lakh only) with Technical bid between 9 AM to 5.30 PM from 04.08.2011 onwards till 3.00 P.M on 25.08.2011 in the Tender Box kept at the Reception Counter of Planning Commission, Yojana Bhawan, New Delhi-110001.**
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 super scribing "**Technical Bid for Providing Taxi services to Planning Commission**" and "**Financial Bid for Providing Taxi Services to Planning Commission**" respectively. Both sealed envelopes should be kept in a third bigger sealed envelope super scribing "**Tender for Providing Taxi Services to Planning Commission**".
5. **Technical Bid of the service providers must necessarily be accompanied with Earnest Money Deposit (EMD) of Rs. 2,00,000 (Rupees Two Lakh only), refundable (without interest), in the form of Demand Draft / Pay Order drawn in favour of Pay & Accounts Officer, Planning Commission, 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. 6,00,000/- (Rupees Six 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, Planning Commission, 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 one year 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 Planning Commission.

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 25 .08.2011), in the Room No. 344 of Yojana Bhawan, Planning Commission, New Delhi- 110001 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/PSUs/Banks 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 vehicle/taxi, the contract is liable to be cancelled alongwith forfeiture of performance security and other consequential actions such as blacklisting as deemed appropriate.
17. The lowest (L1) bidder will be decided on the basis of weighted sum as defined in the Financial Bid form.

B. TERMS AND CONDITIONS

1. The contract shall be valid for a period of one year 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 one year after review of performance.
2. The contract can be short closed on account of unsatisfactory services upon performance review by the Competent Authority in Planning Commission. The unsatisfactory service shall mean and include non-compliance 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/shortcoming brought to its notice in writing by the competent authority of Planning Commission.
3. By virtue of this agreement, no relationship will be created between the driver and Commission. It will be the sole responsibility of the Service Provider to pay salary and other perks to its drivers meeting all statutory obligations and no complaints by any of its drivers in this regard will be entertained by the Commission.
4. The agreement can be terminated earlier by giving two month's written notice on Planning Commission 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 **2009 make** 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 except the parking charges / toll road charges paid for official duty on production of original parking/toll coupons and the applicable service tax.
7. No night charges will be payable.
8. The services shall be provided on 24x7 basis.
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 petrol/diesel 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 vehicle 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 **Planning Commission, at least three vehicles should have all necessary permits to run in NCR area i.e. NOIDA, Ghaziabad, Faridabad and Gurgaon etc.**
16. During the periodical maintenance of the vehicle, Service Provider shall provide standby vehicle of same make & year.
17. Vehicle 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, etc.
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 vehicle for a month along with certificate of the number of hours and the mileage (Kms. run during the month by the official). The bill will be submitted by 5th of the following month to the Under Secretary, Planning Commission or any other officer authorized for this purpose by the competent authority, for payment.
22. In case any officer desires, the firm shall provide roof carriers on their cars.

23. In case of dispute of any kind, the firm shall abide by the decision of the Competent Authority, Planning Commission. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act 1996. The place of settlement of dispute shall be Delhi. In the case of settlement of dispute 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 Planning Commission 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.
27. Service Provider should have sufficient numbers of drivers having experience of driving in Delhi and in NCR.
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, Planning Commission.

29. The Service Provider should have an adequate number of telephones for contact round the clock and the number of the same should be given to the Under Secretary or any other officer authorized for this purpose by the competent authority, Planning Commission 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 Planning Commission for providing monthly certification.
32. The Service Provider shall ensure that the odometer of car supplied is properly sealed so that no tampering is done with a view to inflate distance traveled.
33. The authorized officer of this Commission may conduct surprise checking of odometer of the car supplied from any workshop and cost thereof will be borne by the agency.

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C. PENALTY CLAUSE

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

Sl. No	Violations	Penal Amount per month per car			Amount deducted per day per car	Remarks
		First Instance	Second Instance	Third Instance		
1.	Non functioning of AC in a 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 log book (to be maintained in prescribed format)	1000/-	2000/-	3000/-	-----	--do--
5.	Changes of driver without prior intimation of Planning Commission & officers to whom vehicle is attached.	500/-	----	----	-----	On each occasion

Sub.

7.	Delay (more than 30 minutes) in reporting for duty by driver/vehicle	500/-	1000/-	2000/-	----	Rental charges for the day will also not be paid
8.	Non-compliance of any other terms & conditions	500/-	1000/-	2000/-	----	For each violation per vehicle

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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 taxis to Central Government Departments/Public Sector Companies/Banks. **Proof of at least one contract relating to supplying of taxi services to Central Government/State Governments/ PSUs/Bank/ in last two 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. 40 lakhs each year during three financial years i.e. 2008-09, 2009-10, 2010-11. 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 assesment years, i.e 2008-09, 2009-10, 2010-11 (corresponding to financial year 2007-08, 2008-09 and 2009-10) .**
- E. The Applicant should have its own Bank Account. **Certified copy of the account maintained for 2009-10 and 2010-11** 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 Planning Commission should be **only CNG fuel driven.**

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E. PROFORMA FOR TECHNICAL BID

	<u>Criteria</u>	
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 <u>financial year 2008-09, 2009-10 & 2010-11</u>	Attach financial statement certified by the CA .
9.	I.T. returns for Assessment Years - 2008-09, 2009-10, 2010-11 (for F.Y.- 2007-08, 2008-09 and 2009-10)	Copy of the I.T. returns.
10.	Details of major contracts handled in last two years	Attach as per format at "F"

11. Self Certificate- for non blacklisting.	Attach Certificate (in Format 'A')
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Signature of authorized person

Date:
Place:

Name :
Seal :

DECLARATION

1. I, Son/Daughter/Wife of Shri _____ 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 tender at any stage besides liabilities towards prosecution under appropriate law.
4. I hereby undertake to work at L1 rates as per the terms and conditions given in the tender documents.

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

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

G. PROFORMA FOR FINANCIAL BID

SCHEDULE : Delhi / New Delhi/ NCR area

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

Sl. No	Make	Weightage	Minimum hiring of 2400 kms and Upto 300 hrs (In Rs per month) - Minimum monthly rate	Weighted monthly rate (=Col 3 x Col.4)
1.	2.	3.	4.	5.
a.	Tata Indigo (Non-AC)	0.10		
b.	D'zire (AC)	0.65		
c.	SX 4/ Honda City (AC)	0.25		
Weighted sum				

2. The criteria for evaluating the lowest bidder will be the weighted sum of column 5 (a), 5 (b) and 5 (c).

3. The extra per kilometer and per hour rate beyond the minimum monthly prescribed rate will be arrived at by dividing the quoted rate in column 4 by 2400 Km. and 300 hr., respectively.

4. If some vehicles are hired on daily basis, the applicable rate will be respective rate quoted in column 4 divided by 30 for the vehicle hired for 10 hours and 80 kms.

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ILLUSTRATION

Sl. No	Make	Weightage	Minimum hiring of 2400 kms and Upto 300 hrs (In Rs per month)	Weighted rate
1.	2.	3.	4.	5.
a.	Tata Indigo (AC)	0.10	X	0.10 x X
b.	D'zire (AC)	0.65	y	0.65 x y
c.	SX 4/ Honda City (AC)	0.25	z	0.25 x z

$$\text{Weighted sum} = 0.10x + 0.65y + 0.25z$$

1. Weighted sum will be the basis for evaluating the L1 bidder.
2. The rates for extra kilometer will be allowed to L1 bidder for extra kilometer extra hour as follows :
Extra kilometer = $x/2400$, $y/2400$, $z/2400$ as the case may be.
Extra hour = $x/300$, $y/300$, $z/300$ as the case may be.
3. If the vehicle are hired on daily basis from L1 bidder, the daily rates will be $x/30$, $y/30$, $z/30$ as the case may be for 80 kms and 10 hours. In case of extra mileage and hours, the rates at S.No.2 will apply.

H. Terms of payment:

1. No payment shall be made in advance nor any loan from any bank or financial institution would be recommended on the basis of the order of award of work.
2. The Service Provider shall submit the bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
3. All payments shall be made by ECS/cheque only.
4. Office of the Planning Commission shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.
5. 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 Security Deposit governed by the separate clauses of the contract.
6. Wherever applicable all payments will be made as per schedule of payments as per contract.

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