

No.4/14/2015-PESB  
**Government of India**  
**Department of Personnel & Training**  
**Public Enterprises Selection Board**

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Block No. 14, CGO Complex, Lodhi Road  
New Delhi, Dated the 30<sup>th</sup> September' 2016.

**TENDER ENQUERY NOTICE**

**Subject:-Hiring of taxi services at Public Enterprises Selection Board, Block No.-14, CGO Complex, Lodhi Road, New Delhi- reg.**

Public Enterprises Selection Board [PESB] solicits Open Tender Enquiries on TWO BID System basis for hiring of services of CNG Taxis/ vehicles (AC) at Block No.-14, CGO Complex, Lodhi Road, New Delhi-110 003 for a period of one year as under :-

**(i) Item No. 1**

CNG Taxis / vehicles (AC) on hire, on monthly basis, for the use of PESB for 2400 Km & 240 hrs per month. Qty. : 2\* [Two]

Make : Maruti Suzuki Ciaz/ Maruti Suzuki SX-4/ Honda City i-vtec.

**(ii) Item No. 2**

CNG Taxis/vehicles (AC) on hire, on daily basis for the use of PESB for 100 KM (hundred) and 10 hrs (Ten) per day on **as and when required basis**.

Maruti Suzuki Ciaz/ Maruti Suzuki SX-4/ Honda City i-vtec.

**\*NOTE:-** The number of vehicles may vary to the extent of plus or minus ONE i.e. the requirement may be increased or decreased by ONE CNG taxi/ vehicle (AC) only.

2. The estimated value of the tender is Rs. 10,56,000/-(rupees ten lakh fifty six thousands) only.

3. Tender Enquiries for hiring of services of CNG taxis/ vehicles (AC) for office of the Public Enterprises Selection Board, PE Bhawan, Block No.-14, CGO Complex, Lodhi Road, New Delhi-110 003 is attached herewith.

Encl: As above



(Ajit Kumar)

**Under Secretary to the Government of India**

**Ph: 24361632**

No.4/14/2015-PESB  
**Government of India**  
**Department of Personnel & Training**  
**Public Enterprises Selection Board**

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Block No. 14, CGO Complex, Lodhi Road  
New Delhi, Dated the 30<sup>th</sup> September' 2016

**TENDER ENQUERY NOTICE**

The Tender Enquiring (TE) is being issued with no financial commitment and the Public Enterprises Selection Board (PESB) reserves the right to change or vary any part thereof at any stage. PESB also reserves the right to withdraw the TE, should it become necessary any stage without assigning any reason.

**Part-I General Information**

- 1. Last date & time for depositing the Bids-** 21.10.2016 at 2:00 PM.
- 2. Manner of depositing the Bids:** Should be either dropped in the Tender Box marked as Tender Box or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bid sent by FAX or e-mail will not be considered.
- 3. Time & date for opening Technical Bids:-**21.10.2016 at 4:00 PM.  
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the PESB at the same venue.)
- 4. Location of the Tender Box:** PESB Office, Room No. 513, PE Bhawan, Block No.14, CGO Complex, Lodi Road, New Delhi-110003.  
(Only those Bids that are found in the tender box will be opened.)
- 5. Place of opening of the Bids:** PESB Office, Room No. 511, PE Bhawan, Block No.14, CGO Complex, Lodi Road, New Delhi-110003.

The Bidders may depute their representative, duly authorized in writing to attend the opening of Bids on the due date and time. The rated and important commercial/technical clauses quoted by all bidders will be read out in the presence of the representative of all the bidders. Opening of bids will not be postponed due to non-presence of the bidder's representative.

**6. Two-Bid system:-** Bidders should submit the Commercial and Technical bid in separate envelopes. The envelope should be marked as 'Commercial Bid' & 'Technical Bid'. Only the technical bid would be opened on the time and date mentioned above. Date of opening of Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened whose Technical Bids are found complete/ suitable after technical evaluation is done by the PESB.

**7. Pre-qualification Criteria:-** The tender will be done on Two Bid System & firm selection for tender will be on the basis of prequalification (having successfully executed either one similar work in any Govt. Department within last three years or total no. of all orders executed in Government Ministries/ Departments/PSUs/Corporates etc. during last one year from the date of tender submission, valuing to the amount of 50% of the estimated value of this tender with documentary proof will be produced by the tenderer along with the tender (50% amount of Rs. 10,56,000/- = Rs. 5,28,000/- only).

**8. Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter head inter alia furnishing details like TIN number, Service Tax Regn./VAT/CST number, Bank Address with EFT Account if applicable with complete postal & e-mail address of their office.

**9. Clarification regarding contents of the TE:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the PESB in writing about the clarification sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the PESB will be sent to all prospective bidders who have received the bidding documents.

**10. Modification and withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the return notice of modification or withdrawal is received by the PESB prior to deadline for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the PESB not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission for bids and expiration of the period of the bid validity specified.

**11. Clarification:** Clarification regarding contents of the bid during evaluation and comparison of bids the PESB at its discretion, may ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

**12. Rejection of Bids:** Quotation without EMD or enclosed Proforma will not be entertained/ summarily rejected. Canvassing by the bidder in any form, unsolicited letter, over writing and post-Tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

**13. Un-willingness to quote:** Bidders unwilling to quote should ensure intimation of this effect reaches before the due date and time of opening bids failing which the defaulting bidders may be delisted.

**14. Validity of Bids:** The bids should remain valid for 90 days from the last date of submission of the bids.

15. Rates may be quoted in figures as well as in words also.

**Part-II Essential Details of Terms/ Service required**

1. Service contract for provision of taxies /vehicles on hire are as under:-

**Item No.1**

CNG Taxis /vehicles (AC) on hire, on monthly basis, for the use of PESB for 2400 Km & 240 hrs per month. Qty. : 2\* [Two]

Make : Maruti Suzuki Ciaz/ Maruti Suzuki SX-4/ Honda City i-vtec.

**Item No. 2.**

CNG Taxis/vehicles (AC) on hire, on daily basis for the use of PESB for 100 KM (hundred) and 10 hrs (Ten) per day on **as and when required basis.**

Make : Maruti Suzuki Ciaz/Maruti Suzuki SX-4/ Honda City i-vtec.

**\*NOTE:-** The number of vehicles may vary to the extent of plus or minus ONE i.e. the requirement may be increased or decreased by ONE CNG taxi/ vehicle (AC) only.

2. **Delivery Period:** Delivery period for supply of items would be one year from the date of actual start of work against supply order i.e. from the effective date of contract.

3. **Earnest Money Deposit :** Bidders are requested to submit Earnest Money Deposit (EMD) for amount of **Rs. 21,500/- (Rupees twenty one thousand five hundred) only** along with their bids. The EMD may be submitted in the form of an account payee Demand Draft of any Nationalized Bank in favour of Under Secretary (Cash), DoP&T, North Block, New Delhi. Bids without the Draft for EMD shall be summarily rejected. EMD to remain valid for a period of forty five days beyond the final validity period. EMD of the unsuccessful bidders will be returned without any interest at the earliest. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contact.

**4. Consignee details:** The Secretary, Public Enterprises Selection Board, Room No.- 502, Public Enterprises Bhawan, Block No.-14, CGO Complex, Lodi Road, New Delhi-110003.

**Part-III Standard Conditions of Tender Enquiry**

The bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidders (i.e. seller in the Contract) as selected by the PESB. Failure to do so may result in rejection of the Bid submitted by the bidder.

1. **Law :** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective date of the Contract:** The contract shall come into effect on the date of signature of both the parties on the contract (effective date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries/supplies and performances of the services shall commence from the effective date of the contract.

3. **Arbitration:** The disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussion. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

4. **Termination of Contract:** The PESB shall have the right to terminate this contract in part or in full in any of the following reasons: -

- (a) The service provider is delayed for cause not attributed to Force Majeure for more than one month after the schedule date of delivery.

(b) The service provider is declared bankrupt or become insolvent.

(c) The service is delayed due to causes of Force Majeure by more than six months provided Force Majeure clause is included in contract.

(d) Unsatisfactory performance.

**5. Transfer and sub-letting:** The service provider has no right to give bargain, sell, assign, or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

**6. Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.

#### **7. Taxes and Duties:-**

a) If bidder desires to ask for Excise duty or Sales Tax/Service Tax the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the bidder must specifically says so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after opening of tenders.

c) If a bidder chooses to quote a price inclusive of duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the prices. Failure to do so may result in ignoring of such offers summarily.



8. Any change in any duty/tax upward/downward as a result of any statutory variation in duty/ tax taking place with contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the PESB by the seller. All such adjustments shall include all relief's exemptions, rebates, concession etc., if any obtained by the seller.

#### **Part-IV Performance Guarantee**

**a) Performance Guarantee:** The bidders will be required to furnish a performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd., HDFC Bank) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty/validity of the contract.

**b) Option clause:** The contract will have an option Clause, wherein the PESB can exercise an option to procure an additional 50% or 100% of the original contracted quantity in accordance with the same terms & conditions of the acceptance of the same for inclusion. It will be entirely the discretion of the PESB to exercise this option or not.

**c) Repeat Order Clause :** The contract will have a repeat Order Clause, wherein the PESB can order upto 50% items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The bidder is to confirm acceptance of this clause. It will be entirely the discretion of the PESB to place the repeat order or not.

Contd...

## **Part V Evaluation Criteria & Price Bid Issues**

**Evaluation Criteria:-** The broad guidelines for evaluation of Bids will be as follows: -

- a) Only those bids will be entertained which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- b) In respect of the Two Bid Systems, the technical Bids forwarded by the Bidders will be evaluated by the Buyer [PESB] with reference to the technical characteristics of the equipment/ service as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The price bids of only those bidders will be opened whose technical evaluation is favorable.
- c) The lowest Bid will be decided upon the lowest price quoted by the particular bidders as per the price format given below. The ultimate cost to the buyer would be the deciding factor for ranking of Bids.
- d) If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount of words will prevail for calculation of price.
- e) The lowest acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the buyer. The buyer will have the right to award contracts to different bidders for being lowest in particular item. The buyer also reserves the right to do apportionment of quantity, if it is convinced that a lowest bidder is not in a position to supply full quantity in stipulated time.
- f) Any other criteria as applicable to suit a particular case.

### Schedule for Penalty

#### Penalty Clauses:-

<b>SN</b>	<b>Observations</b>	<b>Penalty</b>
1.	Late arrival : a) By 10 minutes b) Between 10-30 minutes c) 30 minutes and beyond or does not turn up.	a) Rs. 100.00 b) Rs. 500.00 c) Rs. 1000.00 In all the above cases, the officer concerned, depending upon the urgency, can hire a taxi for the day or take a taxi to reach the destination, payment of which shall be borne by the contractor.
2.	Attire/turnout of the driver a) Inappropriate b) Very Inappropriate	(a) Rs. 500/- to Rs. 1000/- depending upon the inappropriateness (b) The driver with the vehicle will be sent back and a penalty of '1000/- will be imposed. A taxi will be hired for the day and payment for the same will be borne by the contractor.
3.	Unclean vehicle or seat covers	Rs. 100/- for the 1 <sup>st</sup> day Rs. 500/- per day for 2 <sup>nd</sup> consecutive day and beyond.
4.	AC not working /malfunctioning	The contractor to provide another vehicle in an hour's time or else the office can hire a taxi for the day, payment of which will be borne by the contractor.
5.	Breakdown en-route	Office to hire a taxi to reach the destination, payment of to be borne by the contractor.
6.	Recurrent malfunctioning / dissatisfactory vehicle condition	The vehicle will be returned. A taxi will be hired, payment of which will be borne by the contractor along with a daily fine of Rs. 500/- till such time a proper vehicle is provided.
7.	Driver's poor knowledge of route	Driver to be changed by the contractor. If the contractor does not change the driver in 03 days, the vehicle will be sent back and a taxi hired, payment of which will be borne by the contractor, along with a fine @ Rs. 500/- per day.
8.	Driver's behaviour	Rs. 500/- to Rs. 1000/- depending upon the gravity of the misdemeanor. If the misbehavior continues, then the driver will have to be changed by the contractor. If the contractor does not change the driver in 03 days time, the vehicle will be sent back and a taxi hired, payment of which will be borne by the contractor, along a fine Rs. 200/- per day.
9.	Old Vehicle	CNG Vehicles (AC) provided other than 2015 model will <b><u>NOT</u></b> be accepted.

**Price Bid Format**

**For Item No.-1** (Qty required :2\*)

(Make : **Maruti Suzuki Ciaz/ Maruti Suzuki SX-4/ Honda City i-vtec**)

S.No.	Fixed monthly charges for 2400 K.M. & 240 hours per month per CNG taxi/ vehicle (AC).	Other charges, if any	Tax in %age & value	Total
1.				

Total (in words) .....

Note:- Bidders may indicate the charges/ rates for extra Kilometer & hours beyond 2400 KM & 240 Hours per month as under:-

S.No.	Charges for extra Kilometers beyond 2400 KM per month.	Charges for extra hours beyond 240 hours per month.
1.		

**Signature .....**

**Name & address of the firm.....**

**Price Bid Format**

**For Item No.-2** (Qty required : As and when required)

(Make : **Maruti Suzuki Ciaz/ Maruti Suzuki SX-4/ Honda City i-vtec**)

S.No.	Daily rate for provision of CNG taxi/ vehicle (AC) for 100 K.M. & 10 hours per vehicle	Other charges, if any	Tax in %age & value	Total
1.				

Total (in words) .....

Note:- Bidders may indicate the charges/ rates for extra Kilometer & hours beyond 100 KM & 10 Hours per day as under:-

S.No.	Daily charges for extra Kilometers beyond 100 KM.	Daily charges for extra hours beyond 10 hours.
1.		

**Signature .....**

**Name & address of the firm.....**

**Terms & Condition for award of the agreement /contract for providing taxis/ vehicles:-**

1. The CNG (AC) vehicles of 2015 onward models which are in good running condition with immaculate interiors, seat covers and exterior only should be provided. The cars should be in good mechanical condition and conform to all the relevant rules besides being roadworthy. Cars should be fully upholstered and provided with all other necessary comforts and facilities.

2. The firm shall be responsible for providing the required number of vehicles as and when required, at any time, even at short notice. The firm should also be able to provide taxis on holiday/Sundays also. The firm must have a 24 hrs. working telephone system so that the vehicles can be requisitioned, if required, on short notice also. The drivers deployed by the firm should have mobile phones so that they could be contacted any time.

3. The kilometer mileage for the purpose of 'vehicle run' and 'hours of duty' shall be reckoned from the point of reporting for duty to the point of vehicle released. No mileage will be allowed to drivers for lunch/breakfast or for drawal of fuel etc.

4. The vehicles supplied by the firm may be required to ply in Delhi and NCR areas, such as Noida, Ghaziahad, Gurgaon, Faridabad, etc. and, therefore, vehicle supplied should have permit to run in all such areas.

5. The vehicles provided to PESB should fulfill the norms prescribed by the Govt. of NCT of Delhi, Deptt. of Transport for hired vehicles.

6. The firm must attach satisfactory performance certificate from at least three Government Ministries/Departments/ PSUs/ Corporate etc.

7. In case condition of a vehicle is not found to be satisfactory, it shall be returned for immediate replacement. No payment will be made for cars found in unacceptable state/condition.

8. In case of break-down of the vehicle or non-availability of driver, the firm must provide replacement immediately at its own cost.

9. In case a vehicle is requisitioned and the same does not reach at the required time and place, the Department 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.

10. All the charges towards repair/servicing, salary of the Driver, fuel expenses, any other incidental expenses on operations & maintenance of the hired car would be borne by firm.

11. The firm shall be liable for any prosecution in the event of any accident or challan/injuries and shall bear all the costs and consequences of prosecution of any type resulting from the violation of the Rules /Law of the Motor Vehicles Act in force. All liabilities, arising out of any legal dispute, accidents, etc. shall be borne/ paid by the firm and the Department shall not be liable in any manner whatsoever. The firm will bear all the financial implications due to accident to the vehicle, driver and passenger.

12. The firms shall comply with all statutory enactments/provisions in relation to services offered by them.

13. Compensation and connected expenses, whatsoever, in case of any casualty (unforeseen) shall be borne/paid by the firm.

14. The PESB shall be liable to pay the hiring charges only. Any other liability shall be borne by the firm.

15. The car with the Driver would be placed at the disposal of PESB as and when required. The Department would be free to use the hired cars in any manner for carrying officials, luggage & other material etc. as per its requirements and the firm will not have any objection to it.

16. Vehicle supplied by the firm should be CNG(AC)& will be regularly inspected by nominated officers for the purpose and in case of non-compliance of any of the conditions; if brought to the notice by user or the inspecting officer, a penalty on each fault will be imposed as per schedule of penalty. However, if lapses re-noted for three consequent times in a row, the contract would be liable to be terminated. This is without prejudice to other stipulated terms and conditions mentioned in the contract and performance security will be forfeited.

17. The driver should possess valid driving license from the appropriate authority and also should have experience of at least 5 years. The driver should be in uniform and well trained to behave with senior officers, courteous and should be punctual and conversant with the traffic/regulations and roads routes in Delhi and surrounding localities.

18. The character & antecedents verification of drivers by local police should be got done by the firm and report submitted to this Department before putting them on duty.

19. Vehicles engaged on monthly basis will be attached with senior officers and they should NOT be changed. The driver for the vehicle should also be deployed on regular basis and not be changed without prior notice.

20. Each driver must be provided log register in respect of each vehicle as to analogy of logbook of Government Vehicle.

21. No advance payment will be made by the PESB. The billing will be done on a monthly basis and the bill should be submitted by the firm by the first week of the following month along with duty slips & Log Book. The payment will be made only for those duty slips which have been signed by the officer/staff using the vehicle. It will be the responsibility of the driver to get the Logs & duty slips duly filled & signed by the officer/staff on a day to day basis. No payment will be made for unsigned duty slips. Duty slips should be completed in all respects in terms of start Meter Reading, end Meter & total distance covered, time from PESB, time of closure of duty at PESB, place visited, etc. The bill would be preferred vehicles/officers-wise, duly certified by the officer concerned. No night charges will be payable.

22. Toll tax, permit fee for crossing fee for crossing border, if any, parking charges will be borne by the PESB for which the original receipts should be verified by concerned officer. The bill raised by the firm should have all tax registration numbers printed on the bills.



23. In the event of the contractor backing out of the contract midstream without any explicit consent of the PESB, he will be liable to the recovery of the higher rates vis-à-vis those contracted rates, which may have to be incurred by PESB on transportation of officers for the balance period of contract though alternative period of contract though alternative means. The bill amount of the month would also be forfeited.

24. No compromise will be made by the PESB towards punctuality, cleanliness, obedience, and behaviour of the drivers deployed by the agency. If the tenderer at any point of time during official duty, fails to perform duties, as directed by Department, the Security Deposit will be forfeited and contract will be cancelled forthwith without any notice by the PESB.

25. The firm will not be allowed to withdraw the tender after the same is received in the Department. In case the agency withdraws from the process or alters its bid during the bid validity period, the EMD deposited by him will be forfeited.

26. Jurisdiction for legal disputes if any, arising during the currency of the contract will be in Delhi courts only.

**PAYMENT**

- (i) The payment will be made on production of job completion certificate on the basis of duty slips.
- (ii) Payment will be made ONLY THROUGH BANK. The firm is required to provide its bank details.
- (iii) Service Tax etc. if claimed will be paid to the firm on production of documentary proof of payment of Service Tax by the firm to the government.

**UNDERTAKING**

1. I \_\_\_\_\_ Son/Daughter/Wife of Shri/Smt. \_\_\_\_\_ Proprietor/Director/authorized signatory of the agency/firm, 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 for providing taxi/vehicle to PESB, New Delhi 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 documents would lead to rejection of my/our tender at any stage beside liabilities towards prosecution under appropriate law.
4. That our agency/firm has not been blacklisted by any organization.

**Signature of authorized person**

**Full name:**

**Seal :**

Date:

Place:

**List of items for Technical Bids for hiring vehicles**

1. Earnest Money Deposit.
2. Attested copy of Registration Certificate having experience of at least 5 years for providing taxi services.
3. Attested copies of TIN/ PAN No. and Service Tax registration certificate and latest Income Tax Clearance Certificate issued by I.T. authority.
4. Proof of experience in providing taxi services in at least three Government Ministries /Departments/PSUs/Corporate etc.
5. Proof of fulfilling the Pre-qualification criteria at para 7. of Part- I - General Information of the tender enquiry notice.
6. Signed copies of tender enquiry documents, terms & conditions and undertaking.