No.26020/25/2017-Ad.III
Government of India
Ministry of Home Affairs
(Ad.III Section)

North Block, New Delhi- 110001 Dated the 33... February, 2018

### **e-TENDER NOTICE**

### (Hiring of Taxi Services)

- 1. **e**-tenders are invited by the Ministry of Home Affairs under **two bid systems (i.e. Part-I: Technical Bid and Part-II: Financial Bid)** from reputed, experienced and financially sound Taxi Service Providers for hiring of taxies on rental basis. The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, for a period of not more than one year at a time (up to a maximum of two years) on review of performance, depending upon the requirements and administrative conveniences of the Ministry of Home Affairs. The quantum of requirement of vehicles is tentatively 10-30 on a regular basis which may increase or decrease depending on the needs of the Ministry at particular moment. The annual value of the charges for hiring vehicles by this Department would be around Rs.1.00 crore approximately.
- 2. The tender documents can be downloaded from the websites of <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> from 23.2.2018 to 16.3.2018 (upto 11.00 AM).
- 3. The interested service providers submit the tenders online may at http://eprocure.gov.in/eprocure/app in two bids systems [ i.e. (i) Technical Bid and (ii) Financial Bid] in the prescribed proforma. Tenders are to be submitted only online through the e-Procurement portal https://eprocure.gov.in/eprocure/app. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded alongwith the Tender Documents. Tenders sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.
- 4. The Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees five lakh only) in the form of Account Payee Demand Draft/Bankers' Cheque drawn in favour of **D.D.O. Ministry of Home Affairs**, **New Delhi** has to be submitted to the Section Officer(Ad.III), Ministry of Home Affairs, Hall No.2, Jalabi Chowk, North Block, New Delhi 110001 latest by 16.3.2018 at 11.00 A.M. Bids shall not be considered in case the EMD is not submitted by 16.3.2018 at 11.00 A.M. Late receipt of EMD will make the bidder disqualified and that bid will not be considered. If the bid is received without EMD, it would not be considered and would be rejected summarily.
- The Technical Bids will be opened online on 19.3.2018 at 2.00 P.M. by a Committee in the Ministry of Home Affairs, North Block, New Delhi in presence of representatives/ bidders. At the first instance the technical bids shall be evaluated by the Tender Evaluation Committee (TEC) constituted for the purpose by the Department. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened on 21.3.2018 at 11.00 A.M. by the Committee Members. The Tender Evaluation Committee (TEC), after evaluation of the Technical and Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected alongwith a comparative statement duly signed by the members of the TEC.

6. The competent authority in the Ministry of Home Affairs 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.

(Sun Bareja)
Under Secretary to the Government of India
Tel No 23094956

Copy to: SO, IT Cell, MHA with the request to upload the Tender documents in the MHA website.

# A. SCOPE OF WORK AND GENERAL TERMS & CONDITIONS

- 1. Ministry of Home Affairs, North Block, New Delhi requires the services of reputed well established and financially sound taxi service providers (hereinafter referred to as "Service Providers") to provide rental **commercial taxi services only** for Delhi & NCR.
- 2. The contract shall be initially for a period of one year from the date of letter awarding the contract. However, the contract may be extended subsequently, on mutual consent, for a further period of one year at a time (upto a maximum of two years) as may be decided by the competent authority, after review of performance.
- 3. The contract shall be terminated at any time on account of unsatisfactory service upon review of performance by the competent authority in the Ministry of Home Affairs. The unsatisfactory service shall mean and include non-compliance and non-fulfillment of any of the contractual obligations by the service provider or poor performance or violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/ shortcomings, brought to its notice in writing by the Section Officer, Ad.III Section, Ministry of Home Affairs. The agreement can be terminated earlier by giving one month's written notice by the Ministry and three months notice by the 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 of revenue due to such decision shall be entertained.
- 4. By virtue of this agreement, no relationship of employees and employer will be created between the drivers deployed and this Ministry. It will be the sole responsibility of the service provider to pay salary and other perks to its drivers in time and no complaints by any of its drivers in this regard will be entertained by this Ministry. If any complaint is received from any of driver deployed the applicable penalty clause would be imposed.
- 5. The tender shall be accepted under **Two Bid System**. Interested service providers have to submit the Technical and Financial Bids <u>online</u> through the e-procurement portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> only. Tenders sent by any other mode will not be considered and the same will be rejected summarily.
- 6. The Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees five lakh only) in the form of Account Payee Demand Draft/Bankers' Cheque drawn in favour of DDO, Ministry of Home Affairs, New Delhi has to be submitted to the Section Officer(Ad.III), Ministry of Home Affairs, Hall No.2, Jalabi Chowk, North Block, New Delhi 110001 latest by 16.2.2018 at 11.00 A.M. Bids shall not be considered in case the EMD is not submitted by stipulated date and time. Late receipt of EMD will make the bidder disqualified and that bid will not be considered. If the

bid is received without EMD, it would also not be considered and would be rejected summarily. This Ministry will not pay any interest on the EMD and the EMD of unsuccessful tenderer/bidder would be returned without any interest after finalization of the contract.

7. The successful tenderer/bidder will have to deposit Performance Security Deposit (PFD) of Rs.5,00,000/- (Rupee five lakhs only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the DDO(Cash), Ministry of Home Affairs, North Block, New Delhi-110001 covering the entire period of the contract. The Performance

Security Deposit should remain valid for a period of ninety days' beyond the stipulated date for cessation of the contract for initial one year. In case, the contract is further extended beyond the initial period, the Performance Security Deposit will have to be accordingly renewed by the successful tenderer/bidder.

- 8. Conditional bids shall not be considered and will be rejected summarily.
- 9. All entries in the tender form should be legible and filled clearly in accordance with the tender document. If the space provided for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bids or Financial Bids is permitted. In no case should there be any change in the format of Financial Bid. The bids submitted in the proforma other than the proforma provided for the purpose, will be rejected summarily.
- 10. The Technical Bid shall be opened online on the scheduled date and time at 19.3.2018 at 2.00 P.M.
- 11. The **Financial Bids** of only those bidders who qualify in the technical bid will be opened by the Tender Evaluation Committee (TEC) on 21.3.2018 at 11.00 A.M.
- 12. 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.
- 13. If after award of the contract, the successful bidder (L1) fails to provide required number of vehicles/taxies, the contract is liable to be cancelled alongwith forfeiture of performance security deposit and other consequential actions such as blacklisting of the firm etc.
- 14. L1 firm will be decided segment-wise i.e. small, medium, higher-I&II, luxury E &S, on sum total of service, material, applicable taxes duties. The quoted rates will be all inclusive of all taxes including applicable service tax. No other charges except service tax will be paid / recovered on revision (increase/decrease) of service tax. The L1 will be determined on total cost basis.

- 15. In case L 1 will be unable to supply the requisite quantity of vehicles, MHA has the right to place order on L2, L3 and so on as per the balance required quantity at L 1 rates.
- 16. No night charges will be payable. The services shall be provided on 24x7 basis.
- 17. The mileage for the purpose of "vehicle run" and "hours of duty" shall be reckoned from North Block. No mileage will be allowed to drivers for lunch/breakfast or for filling of petrol/diesel etc.
- 18. The average running of vehicles and duty hours may at times exceed the prescribed limit of hours and kilometers in a day/month.
- 19. The firm will ensure that the fuel tank of vehicles provided is completely filled up before deputing the vehicle for duty.
- 20. The firm will ensure that all drivers have live mobile phone connection so that they can be contacted, whenever required.
- 21. The drivers provided by the firm should be well mannered, courteous and polite to the officers with whom they are attached along with vehicle. They should be well acquainted with Delhi/NCR area, punctual, with valid driving license and should have neat and clean uniform with name badge. The drivers should not smoke or drink while on duty and should not play cards, etc. during waiting time.
- 22. During periodical maintenance of the vehicles, contractor/service provider shall provide standby vehicles of same make & year.
- 23. Vehicle shall always carry first aid box and mandatory spares, viz toilet kit, fuses, spark plugs, belts, fire extinguisher, torch, umbrella, etc.
- 24. The contractor/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.
- 25. The contractor/service provider shall be responsible for all litigations arising out of the non-payment of road tax, service tax etc. and other dues to the appropriate authorities and also for the payment of due compensation to the drivers and any other parties involved in the event of deaths/injuries/damages arising out of accidents and due to various other causes etc.
- 26. It will be the responsibility of the service provider to comply with all statutory obligations on his part arising out of this contract.

- 27. Bills for supply of vehicle for any month along with duly signed and stamped showing name and designation of officer on the duty slips and/or proper records of movements of vehicles by the users shall be submitted in the first week of the following month to the Under Secretary, (Ad.III), Ministry of Home Affairs, North Block, New Delhi for arranging payment.
- In case any officer desires, the firm shall provide roof carriers on their vehicles/cars.
- 29. In case of dispute of any kind, the firm shall abide by the decision of the competent authority in the Ministry of Home Affairs. 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 sought through the Courts, it will be in the jurisdiction of the Courts at Delhi.
- 30. The service provider shall be responsible for keeping the vehicles insured in compliance with the provisions of Motor Vehicle Act.
- 31. The service provider shall also be responsible for compliance with the legal provision in respect of the vehicle and shall **indemnify** the Ministry from any loss on this account.
- 32. The vehicles will have to be fitted /provided with the following mandatory additional accessories/utilities:
  - (i) Clean seat covers.
  - (ii) Quality radio music system.
  - (iii) Reading lamp.
  - (iv) Tissue paper box.
  - (v) Car perfume.
  - (vi) Mobile charger.
  - (vii) Seat Belts (Front & Rear).
  - (viii) Umbrella during Monsoon.
- 33. The firms should have sufficient number of drivers having experience of driving in Delhi and in NCR.
- 34. The firm should have an adequate number of telephones for contact round the clock and the number of the same should be given to Under Secretary, Section Officer and Assistant/UDC dealing with the Staff Cars in the Ad.III Section, Ministry of Home Affairs as well as to the officers with whom the respective vehicles have been provided.

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- 35. The firm should have a provision to take bookings 24 x 7.
- 36. The successful firms/agency shall not deploy any of the taxies provided/attached to the Department or its attached offices in Delhi for any other commercial purposes, after duty hours or on holidays.
- 37. The agency shall ensure that the odometer of the vehicles/cars supplied is properly sealed so that no tampering could be done with a view to inflate the distance travelled.
- 38. The authorized officer of this Ministry may conduct a surprise checking of the odometers of the cars/vehicles supplied from any workshop and the cost thereof will be borne by the agency.
- 39. <u>An undertaking be furnished with the Technical Bid towards acceptance of terms & conditions mentioned in the Tender Document.</u>
- 40. The vehicles mentioned in financial bid should be provided as per the permitted/legalized CNG kit approved by the Govt. wherever applicable.
- 41. If it is found that the information/certificates furnished by the participating firm is incorrect/wrong or bogus, the firm shall be blacklisted, its bids will be ignored and EMD/Performance security will be forfeited.
- Out of the vehicles supplied by the firm to the Ministry of Home Affairs at least two vehicles should have all necessary permits for operating in NCR area i.e. Faridabad, NOIDA, Greater NOIDA, Ghaziabad, and Gurgaon etc. A detailed map book of NCR area should be kept in the vehicle/car.
- 43. Ministry of Home Affairs reserves the right to award the tender only for one or all segments.

## B. PENALTY CLAUSE

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

(Amount in

Rs.)

SI.		Penal Amount per month per car			Amount deducted per	Remarks	
No.	Violations				day per car		
		First Instance	Second Instance	Third Instance			
1.	Non functioning of AC in a car/vehicle.				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 with meters of vehicles.	500/-	1000/-	2000/-		Competent authority has the discretion to terminate the contract alongwith forfeiture of performance security / blacklisting of firm	
4.	Usage of attached vehicles for other private /commercial purposes.	2000/-		<del></del>		For each such contravention	
5.	Changes of driver without prior intimation to the Ministry of Home Affairs & the officers with whom the vehicle is attached.	500/-		<del></del>		On each occasion	
6.	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	
7.	Non-compliance of any other terms & conditions	500/-	1000/-	2000/-	Arina	For each violation per vehicle	

### C. TECHNICAL BID QUALIFICATION CRITERIA

The Tendering Agency/Firm must fulfill the following technical specifications in order to be eligible for clearing the technical evaluation of the bid described in detail in Section D & E:

- A. The office of the service providers should be located either in Delhi/New Delhi. The proof of address is to be scanned and uploaded with Bid documents.
- B. In case of partnership firms, a copy of the partnership agreement, or General Power of Attorney (GPA) duly attested by a Notary Public, should be furnished on stamped paper duly sworn in and affirmed by all the partners admitting execution of the partnership agreement or the GPA. The attested copy of the certificate of registration of firm should also be furnished along with the tender. The said documents are to be scanned and uploaded with Bid documents.
- C. The service providers must have a minimum of five years' experience in supplying taxies to Government Ministries/Departments/Public Sector Companies, Nationalized Banks or reputed companies. Proof of at least two contracts relating to supplying of taxi services to Ministries/Departments of Central Government/State Government, PSUs, Nationalized Banks or reputed companies in last two years (i.e. 2015-16 & 2016-17) along with attested copies of the supply order should be furnished. The said documents are to be scanned and uploaded with Bid documents.
- D. The service providers should have had a minimum annual turnover (billing amount) of Rs. 2.00 crore each year during last two financial years i.e. 2015-16 and 2016-17. A copy of turn over statement duly certified by the Chartered Accountant is to be furnished with the tender document and copy of Income Tax Return for the last two years should also be submitted. The said documents are to be scanned and uploaded with Bid documents.
- E. The service providers should have their own Bank Account. The certified copy of the account maintained for the last two years (2015-16 and 2016-17) issued by the Bank shall be scanned and uploaded with Bid documents.
- F. Self attested copy of the PAN card of the bidding firms shall be scanned and uploaded with the Bid document.
- G. The service providers agency (not individual) should be **registered with Service Tax Departments.** Certified copy of the registration shall be scanned and uploaded with the Bid documents.
- H. Self Certificates that the firm has not been blacklisted by any Central Government Departments/Ministries/PSUs/Banks etc. should be scanned and uploaded with Bid documents.
- I. All the vehicles to be provided by the successful bidder should not be registered prior to 2015 and should be mechanically sound and also have well maintained interiors with other necessary accessories.

- J. The vender should have minimum fleet of 50 vehicles registered not prior to 2015 in the name of the firm /proprietor and he should be in a position to supply up to 100 vehicle on special occasions in 15 days notice in advance. Copies of registration certificate be enclosed with Technical Bid. Further the original documents of the vehicle will be required to be presented as and when called for. In case of any discrepancy found in the documents, this Ministry will have the right to forfeit the EMD/ Security amount.
- K. A declaration on the printed letter-head of the firm stating that inter-alia that the drivers provided are of good character, duly verified by the Delhi Police from security angle having valid driving licenses and also well conversant with the roads of Delhi and NCR. This may be scanned & uploaded.
- L. The bidding firm has to give a self certificate to the effect that it has not been blacklisted by any Central Ministry/Department, PSUs or Banks etc. The certificate has to be scanned and uploaded alongwith the tender documents. If it subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents, etc. the earnest money deposit or the performance security deposit, the case may be, will be forfeited and no excuse what so ever will be entertained therefore.

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D.	PROFORMA FOR TECHNICAL BID	and the second s	Dago No
	<u>Criteria</u>		Page No.
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 (i) Telephone No. (ii) FAX No. (iii) E-Mail Address.		
5	Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last two years) Telephone Number of Banker		
6	Attested copy of certificate of Registration of the Agency /Firm be uploaded		
7	Copy of PAN be uploaded.		
8	Copy of the GST Registration be uploaded.		
9	Service tax paid during financial years 2015-16 and 2016-17. Copy be uploaded.		
10	Financial turnover and I.T Returns of the Agency for financial years 2015-16 and 2016-17. Copy be uploaded (minimum Rs. 2.00 crore per annum).		
11	Number of Vehicles registered in the name of agency. Copy of the RCs be uploaded (minimum 50 registered vehicle not prior to 2015).		
12	Details of major contracts handled as per point 'C' of the Technical Bid Qualification Criteria. Copies also be uploaded.		
13	Certificate of satisfactory performance from the organization to whom the service provided. Copies also be uploaded.		
14.	Declaration stating that drivers are of good character & duly verified by the Delhi Police from security angle.		
15.	Certificate/undertaking - Not blacklisted and acceptance of Terms & conditions laid down in the Tender document.		

Signature of authorized person

Date: Place:

Name : Seal :

# **DECLARATION**

I,Proprietor/Director/autl competent to sign this declaration and execute the	_son/daughter/wife of Shr horized signatory of the Agency mentioned above, is is tender document;
<ol> <li>I have carefully read and understood all that abide by them;</li> </ol>	ne terms and conditions of the tender and undertake to
the best of my knowledge and belief. I / we, am a information / fabricated document would lead	ng with the above application are true and authentic to / are well aware of the fact that furnishing of any false to rejection of my/our tender at any stage besides ate law and forfeiture of EMD and Performance
	Signature of authorized person
Date:	Full Name
Place:	

**E.** Details of major contracts with Central Government/ State Government/PSUs/Nationalized Banks/Reputed Private Firms handled by the tendering Agency for providing taxi services be uploaded in the following format:

SI. No.	Details of client along with address, telephone and FAX numbers	Amount of contract (Rs. lakh per year)	Duration of Contract		
			From	То	
1.				·	
2.					
3.			:		
		<u>-</u>			

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

# F. PROFORMA FOR FINANCIAL BID

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						SI.No.
lotal	Any other charges	Extra charges per hour per km in excess of 80 km	Extra charges per hour in excess of 8 hours	Daily(80 Km & 8 Hours)	Monthly charges for vehicle engaged on monthly basis. 2400Kms/240hours)	DESCRIPTION
	O.	hour per 0 km	hour in	Hours)	for on 100Kms/	
						O1  Small Segment Amount/rate (IN Rs. inclusive of all the taxes) for car. (Eg.Dzire/Accent/Ford ikon/ Honda Amaze/Toyota Etios/Tata Zest etc.)
						Medium Segment Amount/rate (IN Rs. inclusive of all the taxes) for Sedan car Eg. SX4/ Ciaz /Honda City/Nissan Sunny/Renault Scala/ Verna
						Higher-1 Segment Amount/rate (in Rs. inclusive of all taxes) for Cars i.e. Toyota Innova Crysta/ Toyota Corolla Altis/Renault Lodgy
						Higher-2 Amount/rate (in Rs. inclusive of all taxes) for Cars i.e. Toyota Camry/Honda Accord/ Toyota Fortuner/ Ford Endeavour
		·				Luxury Vehicle Segment in Rs.( inclusive of all taxes) for Cars i.e  Mercedes E-Class (latest shape)/ Audi A-4/BMW-5 Series  Mercedes S-Class (Latest shape)/ Audi A-6/BMW-7 SERIES
						Mercedes S-Class (Latest shape)/Audi A-6/BMW-7 SERIES

I/We accept the terms and conditions stipulated in your above quoted tender enquiry and agree to abide by the same.

Date
Name of the taxi stand/firm
Address and office stamp/seal(with telephone number)

