

Punjab Information & Communication Technology Corporation Ltd
(Punjab Infotech)

Hiring of
Bolero Taxi on
Regular monthly basis
For initially for two months
Extended upto 1 year

Punjab Information & Communication Technology Corporation Ltd
(Punjab Infotech)
5th & 6th Floor, Udyog Bhawan, Sector 17 Chandigarh
Tel: +91 172 5256400-401, Fax : +91 172 2702324

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Punjab Information & Communication Technology Corporation Ltd (PICTC) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by PICTC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the Proposal”).

This RFP includes statements, which reflect various assumptions and assessments arrived at by PICTC in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for PICTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PICTC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. PICTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP

or arising in any way in this Bid Stage. PICTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. PICTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that PICTC is bound to appoint the Selected Bidder for the Assignment and PICTC reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PICTC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder.

PICTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

Document Control Sheet

Sealed bids are invited by Punjab Infotech, Government of Punjab for repair and maintenance of the Corporate Office at 5th & 6th Floor Udyog Bhawan Sector 17 Chandigarh

The document control sheet mentioned below

Sr. no	Particulars	Details
1.	Document Reference no.	Tender no : PICTC/Admin/Bolero Taxi/ 2024/ 01
2.	Start date of issue of request for quotation	22.06.2024
3.	Last date for submission of Quotations	08.07.2024
4.	Last date for submission of queries	27.06.2024
5.	Last date for pre bid queries	28.06.2024
6.	Office Address	Punjab Infotech, 5th-6th floor Udyog Bhawan Sector 17 Chandigarh
7.	Tender Cost	Nil
8	Website	www.punjabinfotech.in
9.	Punjab infotech contact details	Pargat Singh Manager (Admin) 0172-5256431 / 8194881967

DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this tender have the following meanings:

- a) **“Bidder”** means vendor who submits Bid in response to this tender document.
- b) **“Bids/ Proposals”** means offline Bids / proposal submitted by bidders in response to the tender issued by the Corporation.
- c) **“Committee”** means tender committee constituted for evaluation of Bids.
- d) **“Contract”** means the Contract entered into by the parties for providing services defined in the tender along with the entire documentation specified in the tender.
- e) **“Corporation”** means Punjab Information & Communication Technology Corporation Ltd (PICTCL/PICTC) also known as Punjab Infotech.
- f) **“Client”** means Punjab Information & Communication Technology Corporation Ltd (PICTCL) also known as Punjab Infotech
- g) **“Last three Financial Years”** means FY 2020-21, FY 2021-22 and FY 2022-23
- h) **“Parties”** means Punjab Infotech and selected vendor
- i) **“PBG”** means Performance Bank Guarantee
- j) **“Services”** means the work to be performed by the bidder pursuant to this tender
- k) **“SOW”** means Scope of Work for the selected bidder
- l) **“Tender No. or Document Reference No”** means the document or tender no. mentioned in the Document Control Sheet irrespective of whatever may be mentioned in the text of this document.
- m) **Vendor means bidder to whom the contract is awarded**

Punjab Information & Communication Technology Corporation Limited (Punjab Infotech) is a Punjab State Undertaking for the promotion of IT & ITeS Industry in the State. The corporate office of the Corporation is situated at 5th and 6th floor of Udyog Bhawan, Sector 17, Chandigarh. The Corporation has desired to hire taxi on monthly basis with detailed conditions as under:

1. The cost of the tender document is Rs 500/- and the same can be downloaded from the website www.punjabinfotech.in
2. Tenders should be accompanied by Bid Security of an amount of Rs 10,000/- (Rupees ten thousand only) which shall be submitted in the form of DD/ Pay order/ Bankers Cheque in favour of Punjab Information & Communication Technology Corporation Ltd. payable at Chandigarh. Tenders submitted without aforesaid bid security shall be summarily rejected. The bid security shall not bear any interest. The bid security of the unsuccessful bidder as well as that of the successful bidder shall be refunded after signing of the contract between the competent authority (or any official appointed) and the successful bidder. The competent authority in this case is Managing Director Punjab InfoTech or any other authority designated for the purpose.
3. The bidder who quotes the lowest amount of the Monthly consideration in the “Financial Bid Performa” at Annexure (iii) of this Tender Document shall be declared as the successful bidder and consequently his bid/ tender shall be accepted.
4. A letter shall be issued by the Corporation to successful bidder, who shall submit performance security equivalent to the rate of total monthly consideration amount applicable to the contract by way of Cheque/ Demand Draft in favour of Punjab Information & Communication Technology Corporation payable at Chandigarh within 15 days of issuance of the such letter
5. The successful bidder shall be required to sign the contract as per this Tender Document within 7 days of depositing of the performance security as stated in clause 4 above.

6. The successful bidder shall have to provide vehicle within a period of one month from the date of the signing of the contract. If the successful bidder fails to provide the car within a period of one month from the date of signing of the contract, Bid security deposited by the said bidder shall be appropriated by Competent Authority and the next ranked bidder shall be invited to sign the contract by way of issuing a supply / acceptance order @ same rate quoted by L1. The period can however be extended by one month with concurrence of the competent authority
7. The tenders are to be submitted in the following manner:
 - (a) Envelope no 1 – Technical Bid should contain the following
 - Demand draft of Rs 500/- as tender fee which is non refundable
 - EMD as stated in the Terms and conditions of the Tender Document
 - Annexure (i) From of Bid and Annexure (ii) (Technical bid Technical Information and undertaking) of the Tender Document
 - Other Documents as stated in Checklist
 - Photocopy of the Tender Document with each page duly signed by the authorized signatory of the bidder
 - (b) Envelope no 2 Financial bid should contain the following
This envelope should be marked as Financial Bid and will contain Annexure (iii) i.e The Financial Bid Performa .
 - (c) Envelope no 3 Master Envelope
This envelope should be marked as Tender for Hiring of Car and will contain Envelope 1 and 2. All the envelopes should be separately sealed.
The duly filled up Tender Documents should be delivered in the office of Punjab Information & Communication Technology Corporation Ltd office latest as per the document sheet
8. Technical Bid : The technical bid should be submitted in form given in Annexure (ii) along with requisite Bankers Cheque / DD along with registration particulars, copy of PAN card and GST certificate, full details of the number of cars registered in the name of the bidder and other information as sought for the Annexure (ii)

Requirements to Qualify the Technical bid

(a) Should have PAN and GST number

(b) Should have bank account in the name of firm

(c) Should have provided monthly taxi service to Govt or private company for minimum six months during the last three financial years FY 20-21, FY21-22 and FY 2022-23

9. Financial bid : The monthly consideration amount as quoted in the Financial bid is minimum guaranteed payment which will be paid to the bidders per month irrespective of the mileage operated by the vehicle subject to maximum of 2000kms per month. This will include fuel charges, other charges (Driver, maintenance, insurance, road tax and license charges etc. The extra km (over and above 2000 km limit) will be paid @ Rs 11.75/- per km. The night halting charges will be paid @ Rs 200/- per night. Night Charges starts from 9:00pm to 5:00am.
10. In case the applicant is asked to operate the vehicle over and above the ceiling fixed in clause 9, a payment of Rs 11.75/- per km will be paid. Toll and parking charges shall be paid by the client. The vehicle will be used for any official meeting within Punjab and tricity. For tour to Delhi, Haryana or Himachal vendor may charge permit fee for that period of tours in the bill.
11. The vendor will be allowed four off days in a month, preferably Saturday or Sunday or as desired by the Corporation, for ensuring proper maintenance and upkeep of the vehicle. It is the responsibility of the vendor to ensure proper upkeep of the vehicle including cleanliness and in case the vendor fails to provide a car or substitute car in place of defective / breakdown car or for dereliction of the duty on part of the driver, the contractor will have to compensate the client for an amount equal to the hiring charges incurred by the Corporation for hiring similar category of car / taxi from other sources.
12. The vendor shall ensure that the cars/ taxi provided should not be more than 4 years old (RC should be after 01.04.2020)

13. The drivers should display their driving license prominently on the dash board of the car as now mandated for all taxis. Driver should always have their mobile phone in on mode.
14. The selected bidder shall ensure that the car / taxi have valid documents including RC, PUC certificate and insurance etc and driver are in possession of valid license during the period of the contract.
15. The selected bidder shall ensure the compliance and depositing of all taxes including Income Tax, Motor Vehicle Tax etc. including any taxes imposed in future also. However, the GST as applicable will be payable by the Corporation.
16. The selected bidder shall be responsible for and indemnify the Corporation For any loss, damage and legal actions and cost/ compensation / charges / fines claims owing to violation of any traffic rules, accident or any other eventuality ceasing of the hiring of such vehicle. Under no circumstances any such responsibilities / claims can be transferred to the Corporation.
17. Bid Opening : The Technical bids shall be opened per document sheet in the office of Punjab Infotech in the presence of bidders or their authorized representatives who wish to be present on that date. The Technical bids will be evaluated and the date and time of the opening of Financial bids shall be informed to the bidders.
18. Parties : The parties of the contract are Contractor (The bidders to whom the work has been awarded and Punjab Information & Communication Technology Corporation Ltd.
19. Address : For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact number(s) by a separate letter sent by registered post with acknowledgement. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner
20. Earnest Money : The Earned Money Deposit of the successful bidder shall be refunded after receipt of the security deposit and the DDs/ Bankers Cheque of unsuccessful bidder(s) will be refunded within 30 days after the finalization of the

contract. No interest will be paid on EMD. Bidders shall not be permitted to withdraw offer or modify the terms and conditions thereof. In case the bidder fails to comply with the stipulation made therein or backs out after quoting the rates, the aforesaid banker cheque/ DD will be forfeited. The bids without EMD will be summarily rejected. No Claim lies against the Corporation in respect of erosion in the value or interest on the amount of EMD or security deposit.

21. Signing of Tender: The individual signing the tender and other documents connected with contract must specify whether he signs as

- (a) A sole proprietor of the concern or constituted attorney or such sole proprietor
- (b) A partner of the firm, if it be partnership firm in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm
- (c) Director or principal officer duly authorized by the Board or Directors of the Company if it is company

Note below:

- (i) 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 signed & 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 enclosed along with the tender
- (ii) In the case of partnership firm where no authority to refer disputes concerning the business of partnership firm has been conferred on any party, the tender and all other related documents must be signed by all partners of the firm.
- (iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid for such other person and if, on enquiry it appears that the person so signing

had no authority to do so, this office may without prejudice cancel the contract and hold the signatory liable for all costs consequences and damages under the civil and criminal remedies available

- (iv) Each and every page of the tender document shall be signed by the bidder

22. Validity of the bids : The bids shall be valid for a period of 90 days from the date of opening of the tenders.

23. Contract Term : to begin with, the contract will be for a period of two months initially and extendable upto one years if performance or service is found satisfactory on monthly review. The contract period shall commence from the date of delivery of vehicle for operation

24. Log book shall be provided by the Bidder in the vehicle which will be maintained by the driver. The driver will get the log book regularly filled and signed from the officers using the vehicle clearly indicating place visit time kms etc.

25. Communication of Acceptance : Successful bidder will be informed of the acceptance of their tender.

26. The amount submitted towards EMD / Security Deposit will be forfeited by the order of the competent Authority in the event of any breach or negligence or non-observance of any terms / condition of the contract or for unsatisfactory performance or for non- acceptance of the work order. On expiry of the contract the amount of performance security and final bill payment shall be retained until the final audit report on the account of form's bill has been received and examined. But the maximum time limit for this formality is two months after the expiry of the contract. The amount so retained can be considered for appropriation by the Corporation to cover any incorrect or excess payments made on the bills to the form

27. Penalty :

- (a) In case of breach of any condition/s of the contract and for all type of losses caused including excess cost due to hiring of car from the market in the event of vendor failing to provide car, the office shall make deductions at the rate of hiring rate on pro-rata basis from the bills preferred by the applicant or

that may become due to the applicant under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days

- (b) The power of the Competent Authority under this condition shall in no way affect or prejudice the powers in certain event to terminate the contract vested in him as herein provided no forfeiture of deposit mentioned under clause 24 and 27 above.

28. Breach of Terms and Conditions

In case of breach of any of terms and conditions mentioned above, the competent authority will have the right to cancel the work order duly stating the reasons therefor. In such a case the competent authority may cancel the work order after giving a prior notice of 15 days

- 29. Sub-letting of work : The firm shall not assign or sublet the work or any part of it to any other person or party

- 30. The tender is not transferable.

31. Terms of payment

- (a) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work of award of work.
- (b) The applicant shall submit the bill in the first week of following month in respect of previous months for sanction of the amount of bill and passing the bill for payment
- (c) The competent Authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by Punjab Infotech, if any, duly stating the reasons of such withholding of the payment in full or in part to the contractor.

32. Arbitration

Any disputes arising out of or in connection with this work order shall be submitted for arbitration to a sole arbitrator, if attempts at settlement by negotiations and/or conciliation have failed. Selection of arbitrator shall be made

by mutual consultation. The arbitrator shall give its award on the costs, which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute. The venue of arbitration shall be at Chandigarh in India. The arbitration shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time. In any arbitration proceeding hereunder: i. English language shall be the official language for all purposes; and ii. The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction in India and the parties hereby waive any objections to or claims of immunity in respect of such enforcement.

33. For all matters of dispute, jurisdiction shall be at local courts located at Chandigarh.

34. Punjab Infotech reserves the right to cancel tender at any stage without any reason whatsoever and without being liable in any manner towards any bidder. Further, Punjab Infotech also reserves the right to either annul or cancel the bidding process at any stage without assigning any reason whatsoever and without being liable in any manner towards any bidder or prospective bidder.

Checklist

(summary of compliance to be required of the tender)

Sr .no	Description of requirement	Yes/ No	Page/ Annexure of enclosed tender
01	Non Refundable Tender fee of Rs500/- in form of DD		
02	Whether the applicant is an Individual / Firm / Company Attach prof.		
03	RC book of bolero taxi to be offered (Photo copy) Option (1) Option (2)		
04	Road Tax Clearance Certificate (Photocopy)		
05	Certificate of the valid Insurance policy		
06	Valid driving license for the category of the vehicle quoted		
07	Valid pollution certificate (PUC)		
08	Details of other organization where such contacts are undertaken		

09	Technical bid sealed in the separate envelope		
10	Financial bid proforma completed and sealed in separate envelope		
11	Acceptance of terms and condition attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document		

Declaration by the Tenderer

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained therein an undertaking myself/ ourselves to abide by them

Sign and stamp of the signing authority

FORM OF BID

I/ we, M/s _____ hereby undertake to provide hiring of cars strictly as per the terms of the Tender Document and to the complete satisfaction and the terms and condition are acceptable to us without any deviation

I/ We shall be charging lump sum cash consideration at the rate mentioned in Annexure iii in the event may / our bid is accepted by

I/We have carefully read and understood the Terms and Conditions of the tender and accordingly confirm that the aforesaid rate quoted by us is inclusive of all taxes.

Signature

Name

Bidder

Address

Annexure (ii)

(On company letter head)

Technical Bid – Technical Information and Undertaking

Sr. No.	Particulars	Details
01	Name of the Tenderer / Agency	
02	Office Address (With Tel & Mob no.)	
03	Pan & GST number	
04	Nature of the firm / agency(I,e Sole proprietor or Partnership firm or a company or a government department or a public sector Organization	Copy of PAN and GST registration Certificate
05	Work order – of providing monthly taxi for min 6 months to Govt /Private organization during last three financial years F22-23, FY21-22 and F20-21	
06	Detail of the vehicle – Bolero Taxi to be offered	Agency of vehicle Model RC Condition of the car

Date

Sign and Stamp Authorized signatory

(On Company letter head)

Financial bid performa

Vehicle	Monthly rates (2000km per month)	Charges for extra kms (over 2000 km per month in Rs per km	Night halting charges
Vehicle offered – Bolero Taxi and not more than 4 yr old from the date of issuance of RC		Rs 11.75/- fixed not to be changed	Rs 200/- fixed not to be changed
Total			

Note

- (a) GST as applicable will be extra
- (b) Rates quoted are in Rs
- (c) Toll / Parking/ permit to Haryana / Himachal Pradesh or Delhi will be extra

Sign and stamp authorized signatory

CONTRACT AGREEMENT

Date:

Reference No. : PICTC/Admin /Bolero Taxi /2024/001

CONTRACT AGREEMENT

THIS AGREEMENT is made on the <<day>> day of <<month>> 2020

BETWEEN:

_____ having its office at the <<----->>
hereinafter referred to as “**The Client**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

M/s <<name of selected Contractor>>, incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of Contractor>> hereinafter referred to as “**The Contractor**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

WHEREAS

- a) The Client is desirous that the Contractor should provide outsourced manpower for Udyog Bhawan, Sector 17, Chandigarh.

b) The Contractor, having represented to the Client that it has the required monthly based taxi for a period of one year has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- b) The following documents in relation with Request For Proposal issued for hiring of taxi on monthly basis for one year shall be deemed to form and be read and RFP
- c) The contract shall begin from the date of signing of the contract, as and when the services would be handed over to the contractor.
- d) The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:
 - the Contractor shall carry out the services in accordance with the provisions of the Contracts;
 - the Contractor shall provide its services as per RFP and will be responsible , to hold the Corporation's interest paramount, strictly avoid conflicts.
 - the Corporation shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by:
(Name and designation)
Authorized Signatory of the Client

Signed by:
(Name and designation)
Authorized Signatory of the Contractor

Witness 1

Witness 2