

TENDER DOCUMENT.

FOR SELECTION OF OPERATOR OF MAXI TAXI
UNDER SHILLONG SUPPLEMENTARY PUBLIC
TRANSPORT SERVICE.

2014-15



OFFICE OF THE
SHILLONG MUNICIPAL BOARD
Bishop Cotton Road, Shillong-793001, Meghalaya



**Office Of The
SHILLONG MUNICIPAL BOARD**

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Tender No. SMB/Acctt/Pub. Transport/5/2014-15/65

Dated, Shillong the 1st Sept '14.

1. INTRODUCTION

1.1 Background

1.1.1 In order to improve Public Transport Services in Urban Areas of Shillong, Urban Affairs Deptt. of the Govt. of Meghalaya procured Mahindra Maxximo, an 8 seater Maxi Taxi, from the Awards Under 13th Finance Commission. The Govt. has decided to place the vehicles with **Shillong Municipal Board (SMB)** for operating in and around Shillong as **Shillong Supplementary Public Transport Service (SSPTS)** on Public Private Partnership (PPP) Mode.

2 Scope of the Project:

2.1 The Operator, throughout the total Contract Period, shall be required -

- a. to operate the Contracted vehicles in compliance with the terms contained herein including but not limited to the routes, frequency and schedules as may be specified by the Authority (SMB) from time to time;
- b. to provide duly licensed drivers to ensure continued and un-interrupted Maxi Taxi service in accordance with the terms contained herein and as per applicable law;
- c. to ensure that all drivers, staff and personnel are provided the required training on driving, safety, behaviour and hygiene aspects;
- d. to maintain the contracted vehicles in good operable conditions in accordance with good industrial practices and operation;
- e. to ensure that safety and security of passengers on the contracted vehicles is maintained at all times;
- f. bear all taxes as may be levied under Applicable Law in relation to the Maxi Taxi service;
- g. to bear the cost of fuel, vehicle maintenance including breakdowns, deploying manpower, grievance redressal, washing service and uniforms;

- h. to maintain the parking spaces and Depot provided by Shillong Municipal Board during the Contract Period and bear cost of maintenance of the Depot.

3. **INVITATION TO BID**

The Chief Executive Officer, Shillong Municipal Board invites Expression of Interest (EoI) duly sealed and affixed with non-refundable court fee stamp of ₹200/- from intending Public Transport Operator with reputed/Registered Societies/individuals/firms/companies preferably having experience in the operation of Public Transport, for operating a fleet of 8(eight) seater Mahindra Maxximo / TATA Ace Magic diesel cab. The selected operator(s) has/have to operate these cabs as a low cost public transport, as city service, in and around Shillong in selected routes approved by this office. The rate to be quoted should be on the basis of per cab - per day. The cost of fuel, driver's salary, repair & maintenance shall have to be borne by the Operator. The project facilities, *i.e.*, vehicles, stopping points, terminals, and space for night parking, shall be provided by Shillong Municipal Board (SMB).

4. **Bidding Process.**

- 4.1 Shillong Municipal Board intends to implement the Project through PPP mode by involving private enterprises to undertake the Public Transport Service Project in accordance with the requirements of Shillong Municipal Board.
- 4.2 Shillong Municipal Board intends to qualify and select suitable Operators of the Public Transport Service through an open competitive bidding process.
- 4.3 The bidding shall be in 2(two) envelope procedure
 - i. The bid shall comprise of a single package containing two (2) separate envelopes.
 - ii. The envelopes shall be marked in bold and legible letters as follows:
 - a). "ENVELOPE – NO: 1- PRE - QUALIFICATION BID"
 - b). "ENVELOPE – NO: 2- FINANCIAL BID"

- iii. Initially, only the ENVELOPE – NO: 1 marked PRE - QUALIFICATION BID shall be opened in presence of tenderers on the same closing date for submission of tender ;
- iv. ENVELOPE – NO: 2 shall be retained in the custody of SMB without being opened;
- v. The pre - qualification bid will be evaluated in a manner as per the clauses mentioned in this document; and bids which do not conform to the specified requirements as listed in said document will be rejected.
- vi. During the pre - qualification evaluation no amendments in the bid shall be permitted;
- vii. The ENVELOPE-NO. 2: i.e. FINANCIAL BIDS of pre-qualified bidders shall be opened thereafter;
- viii. After the evaluation and approval of the pre – qualification bids, the Office shall open the ENVELOPE-NO. 2: *i.e.* FINANCIAL BIDS of the pre - qualified bidder.
- ix. The pre- qualified bidder with highest financial bid will be the successful bidder.
- x. SMB will invite the successful bidder to execute an Agreement to Operate, and Maintain the required number of contracted vehicles.

5. MODE OF ADVERTISEMENT

This tender is being placed on-line at the website of Shillong Municipal Board *i.e.* <http://smb.gov.in>, for viewing of the bidders as well as being advertised in print media. The Tender Document carrying all details can be purchased from the office of the Shillong Municipal Board on any working day between 2nd Sept '14 to 21st Sept '14 on payment of ₹2000/- (Rupees two thousand) only.

6. THE CLOSING DATE

The closing date for submission of tender in the office of the Shillong Municipal Board is on 22.9.14 upto 2:00 PM.

7. BID SECURITY.

- a. All bids must be accompanied by a Call Deposit Receipt in the form of Demand Draft / Bank Draft of ₹2,00,000/- (Rupees two lakhs) only as bid security to be pledged in favour of the Chief Executive Officer, Shillong Municipal Board.

8. PREPARATION/SUBMISSION OF BID

- a. The bidder is not allowed to bid for **partial operation in few selected routes only**.
- b. The Bidders are expected to carry out their own survey, investigation and other detailed examination of the Project before submitting their bids.
- c. The tender shall be submitted accompanied by prescribed Forms and Appendices.
- d. The pre – qualification Bid shall be submitted with a covering letter duly signed and sealed in *Appendix - I* enclosing therewith the following documents,
 - i. In case of Individual/Director of Company/Secretary of Society, Identification documents in the form of any one of the following: (a) EPIC, (b) PAN Card, (c) copies of Bank A/c Pass Book containing photograph of the Account holder.
 - ii. In case of Society, the Registration Certificate along with Memorandum of Association/in case of Company, the Companies Registration Certificate is to be enclosed.
 - iii. Preferably a Certificate from a competent authority regarding experience as a successful operator of Public Transport.
 - iv. As per provision of Clause – 7, Call Deposit Receipt in the form of Demand Draft / Bank Draft of ₹2,00,000/- (Rupees two lakhs) only to be pledged in favour of the Chief Executive Officer, Shillong Municipal Board.
 - v. Details of Bidder are to be furnished in the prescribed Format in *Appendix – II*

9. FINANCIAL BID

- a. The Financial Bid shall be submitted along with a covering letter in prescribed Format showing approved routes with other details in **Appendix – III** duly signed and sealed.
- b. The Financial Bid should not be quoted at rate less than the minimum bid value of ₹250/- (Rupees two hundred and fifty) only per vehicle per day.
- c. The financial Bid should be quoted at the rate on the basis of per vehicle per day after analysis of net income in Table –A in the proforma at **Annexure – III**
- d. The bidder should quote their rate after retaining their own margin of profit.

10. TENDER PRICE

- a. The quoted price shall be:
 - i. final/ fixed and valid until completion of all obligations under the contract *i.e.* not subject to variation/escalation.
 - ii. exclusive of other taxes

11. Modification/withdrawal of the Tender

- a. The tenderer may, by a written notice serve to the SMB, modify or withdraw the tender after submission of tender but prior to the last date of submission of tender.

12. Opening of the tender

12.1 The pre-qualification bid of the tender shall be opened at 2:30 PM on 22.09.2014 and Financial bid of pre-qualified tenderers shall be opened at 3:30 PM on the same date, i.e. 22.09.14 in the Office chamber of the Chief Executive Officer, Shillong Municipal Board in presence of the tenderers or their authorised representatives.

12.2 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause rejection of respective bid.

13. CLARIFICATION OF THE TENDER BY SMB

The SMB shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the tender, from any or all the tenderers. No change in price or substance of the tender shall be sought, offered or permitted except as required to confirm the correctness of arithmetical errors discovered in the tender. Acceptance of any such correction is solid discretion of the SMB.

14. DETERMINATION OF RESPONSIVENESS OF THE BID (TENDER)

- a. The SMB shall determine the substantial responsiveness of the tender which:
 - i. Meets the eligibility criteria for the tenderer for the services;
 - ii. Meet the technical specifications for the services;
 - iii. Offers fixed price quotations for the services in Rs.... Per cab per day;
 - iv. Is accompanied by required Call Deposit Certificate;
 - v. Is otherwise complete and generally in order;
 - vi. Conforms to all terms and conditions of the tender document, without material deviation or reservation.
 - vii. A material deviation or reservation is one which affects the scope, quality or performance of the services or limits the SMB's rights or the tenderers obligations under the contract.

15. CORRECTION OF ERRORS/AMENDMENT OF TENDER

- i. The tender shall be checked for any arithmetical errors which shall be rectified, as follows:
- ii. If there is discrepancy between the amount in figures and the amount in words for the tender price entered in the tender form, the amount in words, shall govern.

16. REJECTION/ ACCEPTANCE OF THE TENDER.

- a. The SMB shall have the right, to accept a responsive tender, reject any or all unresponsive tenders at any time prior to award of formal contract without thereby incurring any liability to the tenderer and the decision of the SMB shall be final.

17. Performance Security

- 17.1 For securing the due and faithful performance of the obligations, the Operator shall submit an unconditional and irrevocable bank guarantee as Performance Security. The Performance Security should be in the form of Demand Draft or Fixed Deposit for an amount equal to 3(three) months revenue payable to SMB duly pledged in favour of the Chief Executive Officer, Shillong Municipal Board.
- 17.2 The Performance Security shall be deposited on the date of Execution of Agreement between the SMB and the Successful Tenderer.
- 17.3 The SMB shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - a. in the event, the SMB requires to recover any sum due and receivable from the Operator; and
 - b. in relation to Operator's Event of Default in accordance with the terms contained herein.
- 17.4 At any time during the Contract Period, the Performance Security has either been partially or completely been encashed by the SMB in accordance with the Provisions of the Agreement, the Operator shall within 15(fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority (SMB) shall be entitled to terminate the standing Agreement.
- 17.5 SHILLONG MUNICIPAL BOARD shall not be liable to pay any interest on the Performance Security deposit.

18. PAYMENT OF REVENUE TO SMB

- a. The selected Operator shall deposit the revenue of the SMB at the quoted and approved rate on a monthly basis by the 10th of the following month by cheque.
- b. Along with the amount of monthly revenue, the Operator shall also submit a monthly statement as per prescribed format in Appendix – IV showing the route wise total KM run by each vehicle on a monthly basis for all the approved routes. The monthly KM run have to be obtained from the vehicle Log Book to be maintained daily for each vehicle each route.
- c. Any default in payment of monthly revenue shall be recovered forthwith by the SMB from the Performance Security.

Chief Executive Officer,
Shillong Municipal Board.

VOLUME – 2

BIDDING DOCUMENT(s)

APPENDIX – 1.

Letter of Pre-Qualification Bid.*[On the letter head of the Bidder]*

To,

The Chief Executive Officer,
 Shillong Municipal Board,
 Bishop Cotton Road,(Opp. Sherwood Bungalow),
 Lumpyngad, Shillong – 793 001.

Sub: Pre-qualification bid for Operations of Public Transport Service (Shillong Supplementary Public Transport Service(SSPTS) at Shillong.

Dear Sir,

With reference to your Tender No.....dated...../...../....., I/we, having examined and thoroughly understood its contents, obligations and requirements, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/We acknowledge that Shillong Municipal Board will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid Project and I/we certify that all information provided herein are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/We shall make available to Shillong Municipal Board any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We certify that in the last 3 (three) years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
 I/We have examined and have no reservations to the Tender Document, including any Addendum issued by Shillong Municipal Board.

6. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders.
7. I/We believe that I/we/our Group satisfy(ies) and meet(s) all the requirements as specified in the Tender Document and are/is qualified to submit a Bid.
8. I/We declare that I/we/any Member, am/are not a member of a/any other Group Submitting Bid against this tender.
9. I/we or any Member have not been convicted by a court of law.
10. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the provisions of this Tender Document, I/we shall intimate Shillong Municipal Board of the same immediately.
11. I/We agree and undertake to abide by all the terms and conditions of the Tender Document.
12. I/We agree and undertake to be jointly and severally liable for all our obligations under the Agreement as per the provisions set out therein.
13. As per provision of Clauses – 8 of the Tender Document, I/We enclose herewith the following documents

Yours faithfully,

Date:

(Signature of the authorised signatory)

Place:

(Name and seal of the Bidder)

APPENDIX -II**DETAILS OF BIDDER***[On the letter head of the Bidder]*

1. (a) Name :

- (b) Address of the headquarters and its branch office(s), if any,:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:

3. Details of individual(s) who will serve as the point of contact/communication for SMB:
 - (a) Name :
 - (b) Designation :
 - (c) Address:
 - (d) Telephone number :
 - (e) E-Mail Address :
 - (f) Fax number :

4. Particulars of the authorized signatory of the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Address :
 - (d) Phone number :
 - (e) Fax number :
 - (f) E-Mail Address :

Place :

Signature of authorised Signatory

Date :

Name and seal.

APPENDIX – III:

Format of Financial Bid

To,

The Chief Executive Officer,
Shillong Municipal Board,
Bishop Cotton Road,(Opp. Sherwood Bungalow),
Lumpyngad, Shillong – 793 001.

Subject: Financial Bid for Operation of Public Transport Service under Shillong
Supplementary Public Transport Service (SSPTS) – Maxi Taxis in
Shillong.

Ref: Your Tender No...../...../....., dated.....

Dear Sir,

With reference to the subject mentioned above, please find enclosed
herewith our Financial Bid as per details quoted below.

The Rates quoted for all the routes together is ₹.....
(Rupees.....) only per vehicle per day.

TABLE -A

APPENDIX-III

*Fare Structure: Upto 3 KM = Rs. 5/-Upto 8 KM = Rs.10/- and Upto 13 Km = Rs. 15/- Beyond 13 KM = Rs.20/-

1	Route	No. of Maxi Cabs	Distance (in Km)	Frequency / Trip (in min.)	No. of Trips / day (Up-down)	Total Km covered/day	Fuel consumption @ 10 lit / KM	Cost on fuel @ Rs.58.48/ lit	Fare collection /day @ 60% occupancy (6 passenger) / trip (ref *)	Drivers salary Rs. 4500/ mt.	Gross Income	Maintenance 10%	Net Income
2		a	b	c	d	e	f	g	h	i	j	k	L
3						(a X b X d)	(e/10)	(f X58.48)	(a X 6 Nos. Passengers X d X Rs.5/-,Rs.10, Rs.15,)		(h-g-i)	(j*10%)	(j-k)
4	Motphran to Rynjah (Via Demseiniong)	1	6										
5	Motphran-Rynjah (via Pohktieh/Pohkseh)	1	8.4										
6	Motphran Rynjah (via Nongrim Hills)	1	8.1										
7	Motphran to Umpling	1	8.5										
8	Motphran to Nongrah	1	9										
9	Motphran to Nongthymmai	1	6										
10	Motphran to Madanrtng	1	8.5										
11	Motphran to Lumpyngad	1	6										
12	Motphran to Nongrim Hills	1	4.8										
13	Motphran to Mawpat	1	8										
14	Motphran to Pynthor	1	6										
15	Motphran to Shyiap	1	6										
16	Motphran to Mawroh	1	6										
17	Motphran to NEHU	1	10										
18	Motphran to Jaiaw	1	3										
19	Lumparing	1	6										
20	Lawsohtun	1	8.1										
21	Lummawbah	1	4										
22	Mawprem	1	2.5										
23	Mawroh	1	6										
24	NEIGHRIMS	1	12										
25	Jhalupara	1	2.5										
26	Motphran to Mawlynrei (via Nongrim, Rynjah, Lapalang, Nongrah	1	12										
27	Iewduh to Nongkseh	1	8.6										
28	Iewduh to Mawklot	1	10										
	Motphran to Mawlai	1	6										
	Motphran, Motsyar Nongpdeng via Jaiaw Motphran	1	5										
	Motphran to Malki	1	4.5										

Signature of the Tenderer

Appendix -IV
STATEMENT SHOWING THE MONTHLY TOTAL KM RUN BY EACH VEHICLE
 (figures to be compiled from the vehicle log book maintained daily)

	Route	No. of Maxi Cabs	Distance (in Km)	Vehicle No.	Initial KM reading	Final KM reading	Total KM run
		a	b	c	d	e	f
						(a X b X d)	(e/10)
1	Motphran to Rynjah (Via Demseiniong)	1	6				
2	Motphran-Rynjah (via Pohktieh/Pohkseh)	1	8.4				
3	Motphran Rynjah (via Nongrim Hills)	1	8.1				
4	Motphran to Umpling	1	8.5				
5	Motphran to Nongrah	1	9				
6	Motphran to Nongthymmai	1	6				
7	Motphran to Madanrting	1	8.5				
8	Motphran to Lumpyngad	1	6				
9	Motphran to Nongrim Hills	1	4.8				
10	Motphran to Mawpat	1	8				
11	Motphran to Pynthor	1	6				
12	Motphran to Shyiap	1	6				
13	Motphran to Mawroh	1	6				
14	Motphran to NEHU	1	10				
15	Motphran to Jaiaw	1	3				
16	Lumparing	1	6				
17	Lawsotun	1	8.1				
18	Lummawbah	1	4				
19	Mawprem	1	2.5				
20	Mawroh	1	6				
21	NEIGHRIMS	1	12				
22	Jhalupara	1	2.5				
23	Motphran to Mawlynrei (via Nongrim, Rynjah, Lapalang, Nongrah	1	12				
24	Iewduh to Nongkseh	1	8.6				
25	Iewduh to Mawklot	1	10				
26	Motphran to Mawlai	1	6				
27	Motphran, Motsyiar Nongpdeng via Jaiaw Motphran	1	5				
28	Motphran to Malki	1	4.5				

For and on behalf of:
 (here enter the name of the Operator with seal)