



## National Games Secretariat

Chandrasekharan Nair Stadium, Palayam, Thiruvananthapuram, Kerala

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### Request for Proposal (RFP) for empanelment of Transport Contractors for Thiruvananthapuram for the 35<sup>th</sup> National Games

**Tender No: 149/NGOC/2014-15**

#### A. Introduction

The National Games of India is the premier Multi Discipline Sporting Event held in the country, once in every two years. The 35<sup>th</sup> National Games is scheduled to be held in Kerala from 31<sup>st</sup> January, 2015 to 14<sup>th</sup> February, 2015. The National Games Secretariat (the “NGS”) is the Nodal Agency of the State Government of Kerala, mandated with the responsibility of organizing the 35<sup>th</sup> National Games of India. The 35<sup>th</sup> National Games will be held in 30 Competition & Event Venues located across seven Districts of Kerala. Competitions will be held in 31 Sport Disciplines, which will attract the crème-de-la-crème of the Sports Fraternity of India to the State of Kerala to participate in this largest multi-sport Event of India. The details of Venues and the respective Sports are attached as **Annexure 1**.

The National Games Secretariat intends to arrange transportation for Indian Olympic Association (IOA) and National Sports Federation (NSF) Officials, Guests, Athletes, Team Officials & Coaches, Technical Officials, Volunteers, Media Personnel and other Participants of the National Games in the seven Host Districts across the State Kerala. In Thiruvananthapuram, the transportation requirement will be between the place of stay (Games Village/ Games Hotels) and the Games Venues, between the State Media Centre and the Venues/Games Village etc. The Games Village is situated in Menamkulam in Thiruvananthapuram.

Transportation will have to be provided to the different categories of participants as shown below. The detailed day-wise requirement of buses and cars in each district is shown in **Annexure IV**.

Category	Participants (Indicative)	Mode of Transport
Athletes	8,000	Mini Bus
Team Officials	2,000	Mini Bus
Technical Officials	2,000	Mini Bus
Indian Olympic Association (IOA) Fraternity, VIPs and Guests	330	On-Call Cars/ Dedicated Cars
Volunteers	6,000	Mini Bus
Media	800	Mini Bus

For fulfilling the above mentioned transportation requirements, NGS is floating this Request for Proposal (RFP) inviting applications from experienced Transport Contractors for providing the following categories of vehicles in Thiruvananthapuram during the period from 27<sup>th</sup> January, 2015 to 18<sup>th</sup> February, 2015.

Category	Type of vehicle
1	A/C Mini-Bus (12-18 seater)
2	Non A/C Mini-Bus (12-18 seater)
3	A/C Mini-Bus (25 – 30 seater)
4	Non A/C Mini-Bus (25 – 30 seater)
5	A/C Sedan type Car (Tata Indigo or equivalent)
6	A/C MPV type Car (Toyota Innova or equivalent)
7	A/C Bus (49 seater)
8	Non A/C Bus (49 seater)

**Bidders may choose to quote for one or more category from the above.**

Interested parties, who fulfil the eligibility criteria mentioned below, may send their applications to the address mentioned below, enclosing all supporting documentation as proof of their eligibility.

NGS shall assess the applications on the basis of the information submitted. If required, the applicants may be invited to NGS for discussions. Upon completion of the technical evaluation by the Transport Committee of NGOC, NGS shall shortlist multiple technically qualified Applicants for opening the Financial Proposals.

After opening the Financial Proposals, eligible bidders will be provided an opportunity to match the L-1 (lowest) rates offered. Eligible bidders who agree to match the L-1 rates will be empanelled for different categories and different routes. The quantity of vehicles to be allocated for each bidder will be based on their average annual turnover from Transport related operations in the last 3 years.

Upon issue of the Letter of Acceptance by NGS, the selected Agencies shall be required to sign an Agreement with NGS (or its assigns) after depositing an amount equivalent to 10% of the Contract value as Performance Security, either in the form of a Bank Guarantee or as a Demand Draft in favour of CEO & Secretary, NGS.

## **B. Eligibility Criteria**

1. The Bidder should be controlling a fleet of at least 5 cars or 5 mini-buses. *(Please enclose copies of Registration Certificates as proof).*
2. In the last 3 years, the Bidder should have successfully executed at least 3 contracts with Government Agencies or reputed Corporates for providing transport services. (Note: In case of large number of applicants submitting the proposal, higher weightage shall be given to agencies with experience in providing transport services to national/international events). *(Please enclose copies of contracts/work orders as proof)*
3. The Bidder should have a minimum average annual turnover of at least Rs 30 lakhs in the last 3 years from transport related activities. *(Please enclose a certificate from the Chartered Accountant as proof)*

## **C. Scope of Work**

1. The Transport Operations of the 35<sup>th</sup> National Games will be directed and controlled by the Transport Committee of the National Games Organising Committee (NGOC). The Transport Scheduling shall be carried out by the Transport Committee/NGS.
2. The Transport Contractor shall deploy the vehicles and vehicle crew required and operate the vehicles as per the directions and scheduling given by the Transport Committee/NGS.
3. The Transport Contractor shall carry out all upkeep, maintenance and repair works necessary for the vehicles during the period of the contract. In the event of an unforeseen Vehicle breakdown, the Transport Contractor shall be required to provide alternate standby Vehicle within two hours as replacement.

4. Fuel and oil charges for the vehicles operated shall also be borne by the Transport Contractor.
5. In case of breakdown or non-availability of a vehicle offered by the Transport Contractor, the Transport Contractor shall immediately deploy an equivalent replacement vehicle.
6. The Transport Contractor shall provide all necessary support possible to NGS/Transport Committee in preparing and optimising the Transport Scheduling.
7. The actual Transport Operations will be handled by NGS using the Games Management Software deployed by CMC Limited, the ICT Contractor of NGS. The Transport Contractor shall provide the necessary inputs to the IT Contractor if required.
8. All the Cars provided by the Transport Contractor, shall be equipped with GPS Devices, in order to enable real time tracking of the Vehicles by NGS. GPS equipment will be installed by NGS and will be removed after the Games.

#### **D. Terms and Conditions**

1. NGS shall offer a minimum of 5000 kilometre of usage for each mini-bus and 2000 kilometre usage for cars.
2. NGS reserves the right to engage multiple agencies to provide vehicles at the lowest rates quoted in the tender.
3. The rates quoted by the Bidders, which shall be all-inclusive, including all taxes, cost of fuel & oil, upkeep & maintenance, driver / Bus Crew charges, etc.
4. The rates quoted for Cars shall be only for air-conditioned Cars.
5. The vehicles should have the required permits for commercial operation.
6. The applicant should offer a minimum of 5 cars or 5 mini-buses
7. The vehicles offered shall not be older than 10 years.
8. Parking facilities for the Crew will be provided by NGS.
9. Food for the Crew will have to be arranged by the Transport Contractor.

10. All the General Terms and Conditions specified in Annexure VI will also apply to this RFP.

#### E. Payment Schedule

	<b>Milestone</b>	<b>Payment</b>
1	Upon Signing of Agreement; mobilization advance of 10%, which will be adjusted against the subsequent bills	10% of estimated billing
2	Periodic three payments on weekly basis, against submission of Bills, which will be released within 4 days of submission of bills by the Agency; against each bill a proportionate 10% deduction shall be made for the advance.	100%

#### F. Pre-Bid Conference

Interested Bidders are invited to participate in a Pre-Bid Conference at the NGS Conference Hall on Tuesday, 20/1/2015 at 11:00 a.m.

#### G. Clarifications

Any queries on this document or project may be sent to [ngoc@kerala2015.com](mailto:ngoc@kerala2015.com) and [transport@kerala2015.com](mailto:transport@kerala2015.com).

#### H. Document Fees

A document fee for **Rs 1,000 + VAT @ 5% (Rupees One Thousand Only + VAT @5%)** has to be remitted through a non-refundable Demand Draft drawn in favour of the “**CEO & Secretary, National Games Secretariat**”, payable at Thiruvananthapuram, Kerala.

#### I. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its Bid, a refundable EMD comprising of A/c payee Demand Draft for **Rs 10,000 (Rupees Ten Thousand Only)**. The Demand Draft shall be drawn from any Nationalized/Scheduled Bank, in favour of “**CEO & Secretary, National Games Secretariat**”, payable at Thiruvananthapuram.

## **J. List of documents to be submitted with Bid**

### **(i) Technical Package**

1. Completed Proforma for Technical Bid as per Annexure I
2. Copy of Certificate of Incorporation/Partnership Deed/Firm Registration Certificate
3. Chartered Accountant's Certificate, certifying that the average annual turnover of the Bidder, in the last 3 years, from transport related activities is at least Rs30 lakhs.
4. Copies of Registration Certificates of 5 vehicles
5. Copies of Work Orders/Contracts executed for similar projects
6. Demand Draft for Rs 1,050 (Rs 1000 + Vat @5%) as Document Fee
7. Demand Draft for Rs 10,000 as Earnest Money Deposit

### **(ii) Financial Package**

Completed Proforma for Financial Bid as per Annexure II

## **K. Modalities of RFP Submission**

### **1. Submission of Technical Bid and Financial Bid**

The Technical Bid with all supporting documents required should be enclosed in a single sealed envelope and the envelope should be superscribed "**Technical Package**". The Financial Bid should be enclosed in a separate sealed envelope superscribed "**Financial Package**". Both the envelopes should be enclosed in an **outer envelope**. The outer envelope should be sealed and superscribed "**RFP for selection of Transport Contractors**".

The name and address of the bidder should be clearly indicated on the outer envelope.

- 2. All documents of the Technical and Financial Packages should be signed by the authorized signatory of the Agency.**
3. Applications should be submitted in a sealed envelope superscribed "**RFP for selection of Transport Contractors**". The Tender Number should be written on the outer envelope
4. The Application should be signed by the authorized signatory of the Agency.

5. The RFPs should reach the Office of the **Chief Commissioner & Principal Coordinator of NGS** in the below mentioned address, before 4 pm on January 22, 2015. Late submissions will be rejected. Bids will be opened at 4.50 p.m on January 22, 2015.

**Chief Commissioner & Principal Coordinator**  
**National Games Secretariat,**  
**Chandrasekharan Nair Stadium, Palayam,**  
**Thiruvananthapuram**  
**Phone: +91 471 2302287, Fax: +91 471 2302267**  
**Email: [ngoc@kerala2015.com](mailto:ngoc@kerala2015.com)**

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**Chief Commissioner & Principal Coordinator of NGS**

**Annexures**

Format for Technical Bid: **Annexure I**

Format for Financial Bid: **Annexure II**

List of Host Districts and Venues: **Annexure III**

Competition Schedule: **Annexure IV**

Indicative Transportation Requirements: **Annexure V**

General Terms and Conditions: **Annexure VI**

## Annexure I

### Format for Submitting Technical Bid

1. Name of the Agency
2. Address
3. Contact Number
4. **Number of Vehicles Offered**

	Type of vehicle	Number of vehicles offered by bidder
1	A/C Mini-Bus (12-18 seater)	
2	Non A/C Mini-Bus (12-18 seater)	
3	A/C Mini-Bus (25 – 30 seater)	
4	Non A/C Mini-Bus (25 – 30 seater)	
5	A/C Sedan type Car (Tata Indigo or equivalent)	
6	A/C MPV type Car (Toyota Innova or equivalent)	
7	A/C Bus (49 seater)	
8	Non A/C Bus (49 seater)	



## Annexure II

### Format for Submitting Financial Bid

Name of the Agency:

### Rates Offered for the 35<sup>th</sup> National Games

Category	Type of vehicle	All-Inclusive rate for 1 day of usage per vehicle (100 kms of usage for Cars and 200 kms of usage for Bus) (inRs.)	All-Inclusive rate for additional 1 km of usage per vehicle (in Rs.)
1	A/C Mini-Bus (12-18 seater)		
2	Non A/C Mini-Bus (12-18 seater)		
3	A/C Mini-Bus (25 – 30 seater)		
4	Non A/C Mini-Bus (25 – 30 seater)		
5	A/C Sedan type Car (Tata Indigo or equivalent)		
6	A/C MPV type Car (Toyota Innova or equivalent)		
7	A/C Bus (49 seater)		
8	Non A/C Bus (49 seater)		

*(Note: Bidders may choose to quote for only one or more types of vehicle from the above)*

**Signature of Bidder:**

**Seal of Bidder:**

**Date:**

**Annexure III: List of Host Districts and Venues**

<b>Sl No</b>	<b>Name of Venue</b>	<b>Events / Competition Disciplines</b>
<b>Thiruvananthapuram</b>		
1	Aquatic Complex, Pirappancode	Aquatics, comprising of Swimming, Diving & Water Polo
2	University Stadium, Palayam	Athletics
3	Jimmy George Indoor Stadium , Vellayambalam	Gymnastics & Handball
4	Shanghumugham Beach	Beach Handball
5	Sreepadam Stadium, Attingal	Kabaddi & Kho Kho
6	Indoor Stadium, Agricultural College, Vellayani	Netball & Taekwondo
7	NH Bye pass, Kovalam	Triathlon
8	Tennis Complex, Kumarapuram	Tennis
9	Karyavattom Stadium/LNCPE	Wushu
10	Chandrasekharan Nair Stadium, Palayam	Squash
11	LNCPE Velodrome, Karyavattom	Cycling
12	New Shooting Range, Vattiyoorkavu	Shooting
27	VKK Menon Indoor Stadium	Volleyball
28	Kozhikode Beach	Beach Volleyball



Annexure V: Transport Requirements (Indicative)

Category I: Mini-Bus

Athletes

SL.No	Sports Events	Venues	Athletes			Team Officials		Technical Officials	Total	Days																	
			Men	Women	Total	Coaches	Managers			-1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
										<b>Bus Required</b>																	
<b>CLUSTER-I - THIRUVANANATHAPURAM</b>																											
1	Aquatics	Pirappancode	305	257	562	30	16	120	728	24	24	16	16	16	16	16	16	16	16	16	16	16	16				
2	Athletics	University	426	426	852	32	16	150	1050									35	24	3	3	3	3				
3	Cycling	LNCPE	64	64	128	45	16	48	237					8	8	6	6	6	6	6	6	6	6				
4	Cycle polo	CSN	0	0	0	0	0	0	0								0	0	0	0	0	0	0				
5	Gymnastics	Jimmy George	96	176	272	84	84	120	560	19	19	13	13	13	13	13	13	15									
6	Handball	Jimmy George	128	128	256	32	16	50	354								12	8	8	8	8	8	8				
7	Beach Handball	Shangumugham	80	80	160	16	16	30	222	8	8	6	6	6	6	6	6	8									
8	Kabaddi	Sreepadam	96	96	192	16	16	48	272									10	10	7	7	7	7				
10	Kho Kho	Sreepadam	96	96	192	16	16	80	304	11	11	8	8	8	8	8	8	11									
11	Netball	Vellayani	96	96	192	16	16	45	269	9	9	6	6	6	6	6	6	9									
12	Squash	CSN	64	64	128	26	26	24	204	7	7	5	5	5	5	5	5										
13	Taekwondo	Vellayani	64	64	128	16	16	50	210									7	5	5	5	5	5				
14	Tennis	Tennis Complex	48	48	96	16	16	45	173	6	6	4	4	4	4	4	4	4	4	4	4	4	4				
15	Triathlon	Kovalam Bypass	150	80	230	30	30	60	350										1	8	8	8	1				
16	Wushu	IRC	72	48	120	60	60	40	280							1	10	7	7	7	7	7	7				
17(a)	Shooting	Vattiyorkkavu&Mookunnimala	270	130	400	45	20	45	510	17	17	12	12	12	12	12	12	17									
<b>Total Bus Required</b>			2055	###	3908	480	380	955	5723	101	96	70	70	78	78	78	#	#	#	62	68	64	64				

## Volunteers and Media

Quantity Assumptions- Bus (Volunteers & Media)				
Head	Units	Round Trips/Day	No: of Buses	Remarks
<b>Volunteers</b>				
Volunteers in Trivandrum	2998	120	40	<p>Assuming that in a bus, 25 volunteers can be accommodated in a single trip and multiple trips can be undertaken by a single bus.</p> <p>(Service would be available from designated spots to Games' Venues, on event days)</p>
<b>Accredited Media</b>				
Accredited Media in Trivandrum	360	18	6	<p>Assuming that in a bus, 20 -25 Media personnel can be accommodated in a single trip and multiple trips can be undertaken by a single bus.</p> <p>(Service would be available from designated spots to Games' Venues, on event days)</p>

**Category II: Cars**

<b>Quantity Assumptions - Cars</b>	
<b>Dedicated Cars</b>	
Trivandrum	250
<b>On-Call Cars</b>	
Trivandrum	30

## **Annexure VI: General Conditions**

1. NGS reserves the right to not to follow up this RFP, modify the RFP process or terminate the entire RFP Process, without assigning any reason or without any obligation to any of the Applicants.
2. This RFP in no way forms any commitment or indication of any business from NGS. Submission of the RFP shall not guarantee an automatic selection or empanelment of the Applicant.
3. Each Applicant shall be liable to individually bear the cost of data collection, preparation and submission of this RFP.
4. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NGS, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed work, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP document or on which this RFP document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
5. **Earnest Money Deposit (EMD)**
  - a. In case of inadequacy or non-submission of prescribed EMD along with the Bid, the Bid shall be deemed to be non-responsive and will be disqualified and summarily rejected.
  - b. Unsuccessful Bidder's EMD will be released without interest as promptly as possible as but not later than 30 days after the Award of the Contract to the Successful Bidder. The Successful Bidder's EMD will be released without interest upon the Successful Bidder depositing the required Performance Security.
  - c. The EMD shall be forfeited under the following circumstances:
    - a. If a Bidder withdraws his bid or increases the quoted prices during the period of bid validity, or its extended period; or
    - b. In the case of a successful Bidder, if s/he fails within the specified time limit to:
      - I. Sign the Contract Agreement or,
      - II. Furnish the required Performance Security Bank Guarantee.

6. **Clarification of Proposals:** Bidders shall not be allowed to submit any additional information or material subsequent to the date of submission of Bid. Any such information submitted after the submission date will be disregarded. However, the Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the Bid. The request for clarifications and the response shall be in writing or email or by tele-fax.
7. Even if a Bidder meets the eligibility criteria, NGS may, at its discretion and at any stage during the selection process or execution of the Project, order disqualification of the Bidder if the Bidder has:
- a) Made misleading or false representations in the forms, statements and attachments submitted; or
  - b) If it is found that the Bidder has been blacklisted by any Government Agency ; Or
  - c) Engaged in corrupt or fraudulent or collusion or coercive practices with regard to tender process.

**8. Fraudulent and Corrupt Practices:**

- a. NGS requires that Bidders, their suppliers, their personnel, or firms acting on behalf of the Bidders observe the highest standard of ethics during the procurement and execution of Contract.
- b. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them.
  - i. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the decisions and actions of another party;
  - ii. “fraudulent practice” is any act or omission, including a misrepresentation or suppression of facts or disclosure of incomplete facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process;



vi. "obstructive practice" is

- a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - b) acts intended to materially impede the exercise of the NGS's inspection and audit rights
- c. NGS will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, restrictive or obstructive practices in competing for the contract in question.
- d. NGS will blacklist a company, firm or an individual; if at any time, NGS, determines that such company or firm or such individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, restrictive or obstructive practices in competing and or winning for the Contract in question; in accordance with prevailing NGS procedures including by publicly declaring such company, firm or individual ineligible, either indefinitely or for a stated period of time; (i) to be awarded a NGS contract; and (ii) to be a nominated a sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm.
- e. In further pursuance of this policy, Bidders shall permit NGS to inspect any accounts and records and other documents relating to the bid submission and contract performance.
9. Notwithstanding anything mentioned in this RFP, NGS reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NGS's action.

**10. Right to Terminate the Process**

- a. NGS reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of;
  - i. occurrence of any event due to which it is not possible to proceed with the selection process,
  - ii. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
  - iii. any other reason, which in the opinion of the Authority necessitates the

cancellation of the selection process.

- b. Whenever such an event occurs, NGS will notify in writing to all the Bidders within 10 days of such decision. NGS is not obliged to provide any reason or clarification to any Bidder on this account. NGS's liability under this clause is restricted to the returning of EMD.
- c. The Authority further reserves the right to retender the process or get the work done by a Government agency or Quasi Government agency if the Authority is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to any of the reasons stated in sub clauses (a) to (c) above.

#### **11. Process to be Confidential**

- a. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- b. Any effort by a Bidder to influence NGS in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of the Bid.

12. In case of any ambiguity in the interpretation of any of the clauses in the Tender Document, the interpretation of the clauses by NGS shall be final and binding on all parties.

#### **13. Disputes**

- a. If a dispute of any kind whatsoever arises between NGS and the Successful Bidder in connection with or arising out of the RFP or the execution of the Contract, whether during the execution of the Project or after its completion and whether before or after repudiation or termination of the Contract, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of NGS, the matter in dispute shall be referred in writing to the Chief Commissioner & Principal Coordinator, NGS.
- b. Not later than 5 days after the day on which it received such reference, the Chief Commissioner & Principal Coordinator of NGS shall give notice of its decision of the same to the Successful Bidder. Such decision shall state that it is made pursuant to this Clause and the decision of the Chief Commissioner & Principal Coordinator shall be final.

#### **14. Jurisdiction**

Any matter related to this RFP shall be subject to the jurisdiction of the Courts at Thiruvananthapuram, Kerala, India and will be governed by the Laws of India.