Yupia - 791112 (Arunachal Pradesh)

TENDER DOCUMENT



TECHNICALBID

Contract hiring car service for catering the official travel requirements on monthly basis

National Institute of Technology Arunachal Pradesh

Yupia - 791112 (Arunachal Pradesh)



YUPIA - 791112 (Arunachal Pradesh) Phone: (0361) 2582043

Date
Detailed Tender Document for "Hiring car service for National Institute of Technology
Arunachal Pradesh, Yupia -791112 (Arunachal Pradesh)" NIT/AP/Transport/01/2017-18/
Dated: 01-05-2021 issued to M/s
(Rupees five hundred Only) vide Demand Draft/ Pay Order./ Banker's Cheque No.
Dtd
Deputy Registrar
NOTE:
The downloaded application should be attached by the DD/Banker's Cheque/ Pay Order of Rs. 500/- in favour of "NIT Arunachal Pradesh" payable at "Naharlagun" as a Cost of Application Format at the time of submission of the tender.
Cost of Application: Rs. 500/-
DD/ BC/PO No
Name of the Bank:



Yupia - 791112 Phone: (0361) 2583000

Tender for Hiring Cars (on contract) for National Institute of Technology Arunachal Pradesh

NIT No: NIT/AP/Transport/01/2017-18/ Dated: 01-05-2021

1	TENDER FOR HIRING CAR SERVICE: BRIEF BACKGROUND					
	National Institute of Technology Arunachal Pradesh intends to hire car on contract for catering					
	to the official travel requirements on monthly basis. The institute is essentially intending hiring					
	of 03 cars (commercial) on monthly contract. The successful bidder will be awarded the					
	CONTRACT HIRING CARS SERVICE ON MONTHLY BASIS for 2 years.					
	Sealed tenders are invited from the experienced Private Transport Companies/ Agencies					
	possessing at least 04-05 LMV (commercial) registered with the Transport Department, of Arunachal Pradesh/ Assam. The vehicle should be 2020 built or earlier one but in					
	condition.					
	Condition.					
2	INSTRUCTIONS TO TENDERERS:					
	The tender for hiring of car shall be in a two-bid system. Tender shall comprise of a technical					
	bid (seeking information about technical capabilities, experience of similar service, list of firms					
	and work orders, where such services are being provided, testimonials/ certificates, manpower					
	available etc.) and a Financial bid (showing details of costs involved including taxes).					
	The Tender is not transferable under any circumstance. Each page of the Tender Document					
	shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to					
	sign and embossed with the official seal at the time of submission.					
	COCE OF WENDER POCKINGINE					
3	COST OF TENDER DOCUMENT					
	Rs.500/- (Rupees five hundred only) by Demand Draft /Banker Cheque/ Pay Order in favour of					
	"NIT Arunachal Pradesh" payable at "Naharlagun"					
	The Sale of the documents will close after 12:00 hrs. on 21-05-2021.					
	DOCUMENTE TO DECIDIMENTE					
4	DOCUMENTS TO BE SUBMITTED					
	The Bidder should submit following documents along with the technical bid in Annexure-I . Experience certificates or work orders for supplying commercial cars (4 wheelers) to Govt.					
a)	/Govt. undertaking for a period of at least 2 years.					
b)	Copy of relevant registration documents certifying its entity as a proprietorship/ partnership/					
0)	company.					
c)	The documents pertaining to the number of cars (commercial) owned and the RC copies of the					
	cars which will be put into operations at NIT Arunachal Pradesh.					
1	Certificates from the E.S.I. & the E.P.F. for employees of the company/firm (if applicable for					
d)	the firm)					
e)	Certificates of Sales Tax Clearance, Income Tax Clearance.					
g)	Audited Balance Sheets for the last 3 years. Annual turnover of the firm should be Rs. 75,000/-					
	or above.					
h)	EARNEST MONEY: Rs. 5,000.00 (Rupees five thousand only) by Demand Draft/ Pay Order/					

Banker's Cheque of any scheduled bank in favour of "NIT Arunachal Pradesh" payable at "Naharlagun". No interest will be payable by the NIT Arunachal Pradesh on the Earnest Money Deposit. The EMD will be refunded to the unsuccessful bidders after awarding the service contract to the successful bidder. The Earnest Money Deposit of the successful tenderer will be returned after the security deposit is furnished. Any tender not accompanied by Earnest Money Deposit will be rejected.

5 LAST DATE FOR SUBMISSION OF TENDER

The tender documents duly completed must reach the Deputy Registrar (Estb.), National Institute of Technology Arunachal Pradesh, Yupia 791112 on or before **16:00 hours on 21-05-2021**. The tenders received after stipulated date & time will not be entertained.

Both the TECHNICAL BID and FINANCIAL BID shall have to be submitted in separate sealed envelopes super scribing clearly the nature of bid and in turn submitted together in a sealed envelope. The Schedule of Rates given at **Annexure II should** be detached from the tender document and separately put in a sealed cover, which should be super scribed as "PRICE BID". This envelope may be placed inside an envelope of bigger size closed and sealed super scribing the name of the tender applied for.

6 EFFECT AND VALIDITY OF OFFER

The tender shall remain valid for a period of twenty-one (21) days from the date of tender opening.

7 OPENING OF PRICE BID

The price bids of only those firms, who are found qualified on evaluation of the technical bids, shall be opened on a later date with intimation to the bidders. In case the date of tender is declared to be a Holiday by the Central/State Govt. or Local administration, then it will be opened on the next working day. However, opening/closing time of tender will remain the same.

8 ACCEPTANCE OF TENDER

Institute reserves the right to reject any or all tender forms without assigning any reasons. Institute does not bind itself to accept the lowest rate or tender nor does it undertake to assign reasons for the decision in this matter.

Acceptance of tendered rates will be communicated by Express letter to the tenderer followed by a hard copy letter.

The tenderer whose tender is accepted shall be required to appear at the office of the Deputy Registrar, National Institute of Technology Arunachal Pradesh, Yupia- 791112, in person or, if the tenderers are a firm/ party, company or a corporation, a duly authorized representative shall so appear and execute the contract documents as stipulated in the conditions of lease within 10 days of the date of issue of letter from the NIT Arunachal Pradesh's office.

9 SECURITY DEPOSIT

The successful tenderer for contract hiring service will be required to deposit a security deposit of Rs. 10,000/- in the form of Demand Draft/ Pay Orders/ Bankers' Cheque of any scheduled bank in favour of "NIT Arunachal Pradesh" payable at "Naharlagun" within fifteen days after the award of this contract service. The Security Deposit amounting to Rs. 10,000/- (Rupees ten thousand only) will be refunded after expiry of the Contract Agreement subject to satisfactory service of the contract.

Earnest Money deposited at the time of submission of the tender can be adjusted against security deposit, by depositing the balance amount.

10 DURATION OF CONTRACT

At the initial stage, the contract Hiring Car services shall be awarded for a period of 2 years

from the date of commencement of contract. NIT Arunachal Pradesh will have discretion for extending it for one or more year up to a maximum of five years on mutually acceptable terms, conditions and rates at the sole discretion of NIT Arunachal Pradesh management. However, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least 3 (three) months or till the new contract is finalized, whichever is earlier.

11 RESTRICTION IN SUBMISSION OF TENDER

The close relatives of all NIT Arunachal Pradesh employees {Non-executive employees working in NIT Arunachal Pradesh & executive employees officers working in NIT Arunachal Pradesh (name of unit)} either directly recruited or on deputation are prohibited from participating in this tender. The close relatives for this purpose are defined as:

- (a) Members of a Undivided Family,
- (b) They are husband and wife,
- (c) The one is related to other in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) & sister's husband (brother-in-law).

No vehicle should be supplied having registration in the name of employee of NIT Arunachal Pradesh staff or close relative and certificate to this effect be given on the body of bill while submitting claim.

12 SCOPE OF WORK WITH SOME CONDITIONS

- The vehicle is required as per necessity from the date of issue of the work order.
- The duty hours and kilometers will be calculated from the reporting time to releasing time of the vehicle on each day. Extra run of ½ hour for reporting and ½ hour for garaging will be entertained. The bill to be prepared on the basis of Day & Time/Km figures in the report release column of the duty slip. The payment of car will be made on monthly basis.
- Journey within Itanagar/ Naharlagun/ Nirjuli/ Jote area will be treated as local journey. The normal working hours will be 7.00AM to 7.00 PM and subject to variations depending upon exigency. In case of overtime, contractor may include overtime charges specifying clearing the time and date of overtime at the time of submitting bill for monthly payment. Beside this, charges (if any) for additional kilometers beyond the kilometer specified in Annexure II may be included for local travel in the monthly payment at the existing fuel rate only.
- For outstation travel, fuel charges will be borne by the NIT Arunachal Pradesh. It is the responsibility of the driver/ contractor to submit necessary fuel bills within 1 (one) week from the day of return to NIT Arunachal Pradesh. In addition to so, contractor can include outstation day/ night charges if any along with monthly rental bill specifying the dates of outstation. No payments will be made for the outstation kilometer travelled other than the fuel charges.
- The Log Book or duty slip is to be maintained by the contractor as per Performa to be specified by NIT Arunachal Pradesh, which is to be acknowledged by the controlling officers. In case of loss of the said Log-Book or Duty slip, the controlling officer's decision regarding payment will be final.
- The controlling officer of this Institute will execute the contract and his decision and instructions will be binding on the contractor.
- While on duty the driver should keep with him the proper & up-to-date records of the vehicle and a valid driving license.
- The Courtesy and good behavior on the part of the driver is important. Discourteous or careless driver shall be replaced on demand.
- The contractor is solely responsible for all actions including payment of any type of claims arising out of infringement of rules, regulations, accident or any other unforeseen happening. In case the vehicle is withdrawn for maintenance /repair/ breakdown, a substitute vehicle should be provided forthwith.

- The controlling officer of this Institute to whom the vehicle shall essentially report is empowered to reject the vehicle if he feels that it is not worth traveling and no payment will be made for the said day. Moreover, no payment will be made on the day, if the transport contractor fails to render service in time for the day. If the services of the contractor at any stage are found unsatisfactory, the Institute is likely to cancel the tender without assigning any reason/notice and his security deposit will be forfeited.
- The contractor must have an office with Itanagar/Naharlagun or Assam and round the clock contact telephone number for keeping easy contact.
- The day will be reckoned from mid-night to mid-night.
- Intending bidder must have at least one active, fixed mobile phone where requisition of vehicles can be conveyed throughout 24 hrs. Telephone Number must be specified in the Bid.
- In case of emergency i.e. breakdown en-route, contractor shall have to arrange for alternate vehicle for escorting persons and materials.
- The liability arising out of accident of the hired vehicle under relevant sections of relevant motor vehicle Act and IPC shall solely be on the contractor and the hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
- The engagement and employment of drivers and payment of wages to them as per existing provisions of various labor laws and regulations shall be deemed to be breach of this contract if not adhered to.
- The contractor shall assign the job of driving of hired vehicles only to qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the riders The essential spares are to be stored in the vehicle for trouble free driving. NIT Arunachal Pradesh shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under relevant laws of the land and any loss caused to NIT Arunachal Pradesh will have to be suitably compensated by the contractor.
- <u>Vehicles registered preferably for commercial purpose</u>, shall be supplied to NIT Arunachal Pradesh and taxes etc due on such vehicles shall be liability of the contractor. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be the contractor's liability.
- NIT Arunachal Pradesh reserves the right to counter offer negotiated price against price quoted by the lowest bidders. **Multi-Vendor system may be adopted** as per direction of the Institute Authority, if the lowest bid is acceptable to other short-listed bidders also.
- Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to NIT Arunachal Pradesh as and when demanded.
- Drivers of vehicles must be provided with mobile phones. No extra charges would be paid by NIT Arunachal Pradesh for the same.
- In case of break down / servicing / repair, the contractor shall provide alternate vehicle of same Make and model or higher failing which vehicle shall be hired from any other source / sources at the risk and cost of the contractor.
- The maintenance cost, charges of fuel (petrol/diesel/cng), road tax, permit fee, passenger Tax, Border Tax, challans, salary of the driver, the overtime and mobile phone charges of driver etc. are the responsibility of the contractor and should be paid by the Contractor.
- Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also.
- If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.

13 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

PROVISION OF STAFF: The contractor shall provide, at his own cost, trained Drivers having valid license and other employees with necessary tools, instruments, equipment etc., for the safe, effective and efficient discharge of the work contemplated in the contract.

The contractor shall provide, at his own cost, all employees with necessary identity cards/license, uniforms, which they shall display on their person to distinguish them from unauthorized persons.

Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties as a part of this contract and shall employ only such persons whose character has been verified by the police/ the Govt. Administrative Officer. He shall, on demand, produce papers regarding police verification of any of his staff.

The official in charge of Cars shall be at liberty to object to and require the contractor to remove forthwith from the Cars any person employed by the contractor if, in the opinion of official in charge of car, such person is disobedient/insubordinate or mis-conducts himself, is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by Contractor without the written permission of official-in-charge. Any person so removed shall be replaced by a competent substitute. The decision of official-in-charge shall be final and shall not be questioned on any ground whatsoever.

Insurance of all the employees and the Car will be the responsibility of contractor.

14 LIABILITY FOR LABOUR AND/OR PERSONNEL

The contractor shall be responsible for compliance of relevant labour laws or any other Act to the extent they are applicable to his establishment/workmen and have to submit the proof of payment to NITAP.

15 SUBCONTRACTING NOT ALLOWED

The successful bidder shall not subcontract, transfer or assign the task to any other agency without the previous written approval of NIT Arunachal Pradesh. In case the contractor contravenes this condition, NIT Arunachal Pradesh shall be entitled to place the contract elsewhere at the cost and risk of contractor and all expenses borne on this account shall be recovered from him.

16 ADDITIONAL OR EXTRA SERVICES

The Contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by NIT Arunachal Pradesh, subject to the terms and conditions of the contract. The contractor may also be asked to provide additional services not specifically provided for in this contract, for which the remuneration shall be payable at the rates as may be settled by mutual negotiation. In the absence of an agreement being reached on the rates for such additional services, the decision of the Institute Authority, NIT Arunachal Pradesh will be final and binding and non-settlement of the rates for additional services will not confer any right upon the contract to refuse to carry out or render such services.

The decision of the Institute Authority with respect to the rates for extra/substituted items of work will be final and binding.

17 PENALTIES

I) In case of break down, vehicles have to be replaced by other vehicle in good condition immediately or not more than one hour late. In case of non-availability of suitable vehicle, a penalty upto Rs 300/- per day may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 300/- per break down shall be imposed. II) In case of non-availability of vehicles penalty of Rs. 600/- per day shall be imposed in addition to deduction at pro-rata basis for that day. III) In case of non-availability of vehicles during extra hrs penalty of Rs. 300/-per occasion shall be imposed.

NIT Arunachal Pradesh also reserves the right to impose penalties for unsatisfactory services which may include:

- i. Poor quality of service such as delayed arrival / departure at the designated stop/place.
- ii. Misbehavior by staff with the users.
- iii. Disruption in the schedule / non-availability of the cars on any day.
- iv. Working in violation of instructions given by NIT Arunachal Pradesh.
- v. Poor quality of cars (both interior & exterior)

The final decision of the extent of penalty legible on the contractor will rest with the Institute Authority.

18 PAYMENT

For doing the work indicated in clause 12, the contractor will be paid according to the approved Schedule of Rates as per Annexure II. The payment of hiring car service will be made monthly basis.

The rates given in the Schedule of Rates at Annexure II will be binding on both the parties and no change in the rates will be permissible during period of the contract.

Subject to any deductions which NIT Arunachal Pradesh will be authorized to make under the terms of contract that may be applicable while accepting the tender, the contractor shall be entitled for payment as under:

"The contractor shall prepare and submit monthly bills in proper forms. Payment of amount claimed will be arranged after necessary checks of the correctness of claim, deducting all charges due including income-tax, at the prescribed rate. The aforesaid payment of the bill will ordinarily be made within 15 days of submission. The delay, however, shall neither entitle the contractor to claim interest nor terminate contract."

NIT Arunachal Pradesh will have the right to recover any over payment which might have been made to the contractor by NIT Arunachal Pradesh through inadvertence, error, etc or any cause whatsoever from their bills and from the security deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which NIT Arunachal Pradesh will be at liberty to deduct the said amount from the future bills.

Daily LOG-BOOK should be maintained and should be got signed by the concerned authorized staff of the Establishment Section of the Institute.

Rs. 1500/- (Rupees One Thousand Five Hundred) only will be deducted from monthly payment per driver as charges payable to fooding. In case the driver is not availing the fooding facility provided by NIT Arunachal Pradesh, the same may be waived off.

Payment of any Govt. Tax or duty for plying the vehicles will be liability of contractor.

19 | **GST**

The rental car service will be considered as service. Any GST applicable on the rate will be paid extra by the Institute. In monthly bill charged with service tax, the contractor will be responsible to make the payment of the service tax to the respective Govt. department. After making the payment, the contractor shall have to submit the proof the same to the Finance & Accounts of the Institute during the submission of the next monthly bill.

20 ILLEGAL GRATIFICATION

Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any employees(s) of NIT Arunachal Pradesh or to any person on his or on their behalf in relation to the obtaining or the executing of this or any other contract with NIT Arunachal Pradesh shall entitle NIT Arunachal Pradesh to rescind all contracts with him in addition to any criminal liability the contractor may incur. The Contractor shall not lend to or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any

employee(s) of NIT Arunachal Pradesh and, if he shall do so, NIT Arunachal Pradesh shall be entitled forthwith to rescind his all contracts with NIT Arunachal Pradesh. Any question or dispute as to the commissions of any offense or compensation payable to NIT Arunachal Pradesh under this clause shall be settled by NIT Arunachal Pradesh in such manner as it considers fit and sufficient and decision shall be final and conclusive.

The contractor shall forbid and take all possible steps within his power to prevent all laborers and other persons employed by him from demanding or receiving from any person other than the contractor himself or his agents any remuneration or gratuity whatsoever.

21 NITAP RESERVES THE RIGHT TO TERMINATE THE AGREEMENT IN CASE CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN A COURT OF LAW.

22 EXIT CLAUSE

NIT Arunachal Pradesh will also have the Liberty to seek a clause of termination of contract by serving an advance 30 days' notice against contractor in case there are reasons for doing so as determined by the Authority.

23 ARBITRATION

In case of any disputes arising out of interpretation of any of the provisions of this contract, an arbitrator shall be appointed by the Competent Authority of the Institute. There should not be any objection if the arbitrator so appointed is an employee of the institute and that he had to deal with the matters to which the contract relates.

Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

24 NOTICES ETC.

Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of NIT Arunachal Pradesh shall be issued or taken on his behalf by the Registrar of the Institute. The Contractor shall furnish to NIT Arunachal Pradesh the names, designation and addresses of his authorized representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the Contractor if delivered to them or his authorized representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary cover of post or on the day on which they were delivered or left.

24 GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the NIT Arunachal Pradesh whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Director, NIT Arunachal Pradesh whose decision will be final and binding.

TECHNICAL BID

[For Hiring Cars Service for National Institute of Technology Arunachal Pradesh]

a)	Experience in Rental Car Operation	ns	years
	No. of clients to whom service is b	peing provided	
	(Pl enclose certificates of satisfactor	ory operations from all the clients)	
b)	Copy of relevant registration do proprietorship/ partnership/ compa	Yes / No	
c)	No. of Cars (commercial) owned	Nos.	
	No. of cars which can be spared fo	or NIT Arunachal Pradesh work	Nos.
	The documents pertaining to the owned and the RC copies of to operations at NIT Arunachal Pra		
d)	No. of employee's drivers / mecha	nics	
e)	Do you have your own workshop f	for maintaining the fleet	Yes / No
f)	Certificates from the E.S.I. & company/firm	the E.P.F. for employees of the	Yes / No
g)	Certificates of Sales Tax Clearance	e, Income Tax Clearance.	Yes / No
h)	Audited Balance Sheets for the la firm should be Rs.75,000/- or above	Yes / No	
i)	by Demand Draft/ Pay Order/ B	0 (Rupees five thousand only) only Banker's Cheque of any scheduled	
g) h)	bank in favour of "NIT Ar "Naharlagun". No interest will be Pradesh on the Earnest Money D	Bank	
	to the unsuccessful bidders after a successful bidder. The Earnest tenderer will be returned after the tender not accompanied by Earnes	Date	
j)	Name of the tenderer and Address:		
1-)	TIII	M 1'1 N	F
k)	reiepnone No.	. Mobile No	rax:

I/We certify that the information provided above and the relevant certificates enclosed are true.

Please submit the Financial Bid separately (sealed cover)

Yupia - 791112 (Arunachal Pradesh) Phone: (0360) 2284801



FINANCIAL BID

Contract hiring car service for catering the official travel requirements on monthly basis

National Institute of Technology Arunachal Pradesh

Yupia - 791112 (Arunachal Pradesh)

ANNEXURE - II

FINANCIAL BID

[For Hiring Car Service for National Institute of Technology Arunachal Pradesh]

SCHEDULE OF RATES

ON MONTHLY BASIS (Approx. 3600 kms.)

Sl. No.		oe of nicle	Built & Make	Fixed Charge including fuel (in Rs.)	Overtime Charges (if any) (in Rs.) per day	Additional charges (in Rs.), (if any) beyond 3600kms for local travel only	Idle charge if the vehicle does not run at all in a month	Outstation charges (if any) (in Rs.) per day/ night
1	Bolero (AC)	with fuel						
		Without						
2	Tata Sumo (Gold) (AC)	with fuel						
		Without						
3	Pick- up Van	with fuel						
		Without						

[#] For outstation travel, fuel charges and any tax to be paid will be borne by the NIT Arunachal Pradesh. No payment will be made for kilometers travelled.

Please state clearly if there are any other charges.

NOTE:

- 1. Duty hours and kilometers will be calculated from reporting time to releasing time on each day. The bill will be prepared on the basis of above figures and the amount will be claimed in the monthly bill.
- 2. The service tax will be paid by the Institute on monthly bill amount but the contractor will be responsible to the payment of the same to the respective Govt. department. After making the payment, the contractor shall have to submit the proof of the same to the Finance & Accounts of the Institute during the submission of the next month bill.