

## TENDER DOCUMENT

### [A] BACKGROUND

The National Institute of Electronics and Information Technology (NIELIT), an autonomous Scientific Institute of Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology, Govt. of India is mandated with carrying out HR development and related activities in the areas of Information, Electronics and Communications technologies. NIELIT was earlier known as DOEACC Society the main objective of which has been to carry out the DOEACC Scheme consisting of courses at four levels, namely, 'O' level - Foundation equivalent, 'A' level - Advanced Diploma equivalent, 'B' level - MCA equivalent and 'C' level - conceived to be M.Tech. equivalent. The activities of NIELIT have increased in the recent past which includes R&D Projects, consultancy services, turnkey projects, software development, capacity building and recruitment etc.

NIELIT has a presence in over 26 locations all over the country through its own Centres/Extension Centres/Branch offices/Regional offices etc., while its Headquarters is presently located in Electronics Niketan, 6, CGO Complex, New Delhi. For the operations at the Headquarters, the Institute has been hiring vehicles from the taxi service provider empanelled for the purpose. The term of contract with the existing service provider is nearing completion very soon because of which the Institute has now decided to float this Tender Enquiry and invite quotations. It may be mentioned here that on present scale, the annual taxi bill of the Society is around Rs.15 lacs. This includes hiring charges for different types/categories of vehicles booked on daily basis, as and when the need arises, as also the charges for a couple of AC Indigo/Esteem hired on monthly basis.

### [B] GENERAL TERMS & CONDITIONS

1. The envelope containing the bids should be in sealed cover and must be marked **"Quotation for Hiring of Taxi"**.
2. The bids should be submitted in the proforma provided for Technical Bid and Financial Bid packed in separate covers duly superscribed with 'Technical Bid' or 'Financial Bids' as the case may be and then sealed in a single cover duly superscribed with **"Quotation for Hiring of Taxi"**.
3. The bids will be accepted till 5.00 PM on December 09<sup>th</sup>, 2013 and will be opened at 10.30 AM on 10<sup>th</sup> December 2013 in the presence of bidders if present.
4. The sealed envelope containing the bid should be addressed to the **Deputy Director [P&A] NIELIT Headquarters, Electronics Niketan, 6, CGO Complex, New Delhi - 110 003** and should reach his Office on or before the due date & time.

5. Late bids shall not be entertained and no correspondence in this regard shall be entertained.
6. **EARNEST MONEY DEPOSITE (EMD):** All bids are required to enclose a Pay Order/Bank Draft of Rs.75,000/- in favour of NIELIT, New Delhi as EMD. Bids received without EMD shall be rejected. In case the successful bidders fail to deposit performance security as stipulated in Clause 8, hereunder, within 10 days of awarding of contract, the EMD may be forfeited. The EMD submitted by other bidders would be refunded within one month of the finalisation/identification of the bidder/contractor. No interest shall be payable on the amount of EMD.
7. Incomplete bids are liable to be rejected.
8. **PERFORMANCE SECURITY:** Successful bidder will be required to furnish performance security @7% of the estimated value of the contract in the form of DD/ Bank Guarantee/ FDR. The DD/Bank Guarantee/ FDR should be valid for 14 months from the date of award of contract. In case successful bidder fails to provide satisfactory service, performance security is liable to be forfeited. In this regard the decision of NIELIT will be final and binding upon the firm to which the contract has been awarded.
9. The Technical details should be furnished as per the proforma at Appendix I, while the rates must be quoted as per the proforma enclosed at Appendix II. In case the bids are not submitted as per the proformae, the same is liable to be rejected.
10. The bidder has to ensure that the vehicle deployed is comprehensively insured and claim, if any, shall be directly entertained by the bidder from the Insurance Company. NIELIT shall bear no liability for any damage claim.
11. The rates quoted by the successful bidder will remain valid for a period of one year from the date of award of contract and can be extended for further period on mutual contract.
12. The firms should have the arrangements for repairing their vehicle in a short time and during the repair time the firm should provide a substitute vehicle of same model/level immediately so that there is no inconvenience/disruption in the work of this Institute. In case the contractor fails to provide substitute car within two hours of failure, a penalty of Rs.50/- per hour shall be levied in addition to deduction of monthly charges on pro-rata basis.
13. The Society reserves the right to accept or reject any bid without assigning any reason whatsoever.
14. Successful bidder will have to arrange latest model [year 2012-13] vehicles. The vehicle should not have run more than 25000 Kms.
15. Payment will be released on monthly basis against pre-receipted bills after rendering satisfactory services.
16. This office will bear the parking charges/passengers tax etc., if any, paid while performing duties of this Institute.

17. The contract can be terminated at any time without assigning any reason by giving a notice of two months by either party.
18. The rates quoted in the proforma should be clearly legible and free from fluiding/ overwriting as far as possible. All fluidings/ overwritings should be signed by the authorised signatory signing the quotation. The Bids containing corrections without signatures of the authorised signatory as above would be summarily rejected.
19. The driver has to be well educated, well mannered, experienced and well acquainted with Delhi area and should have clean track record. The age of the driver should not be less than 25 years and not more than 60 years.
20. Police verification of the driver deployed with the vehicle on monthly/ regular basis has to be ensured by the successful bidders.
21. The driver, while on duty, has to be in proper uniform.
22. In case, condition of the car is not found to be satisfactory, the same shall be returned for immediate replacement.
23. **Eligibility Criteria:**
  - 23.1 The firm should have at least five years' experience in the tour & travel business and possess more than 30 vehicle [out of which at least 7 should be less than one year old] in the name of firm or proprietor or partner.
  - 23.2 The Garrage of the firm should be within a radius of 5 kilometers from Electronics Niketan.
  - 23.3 The Firm should have an average turnover of Rs.6,00,000/- for past three years (2010-11, 2011-12 and 2012-13). The firm must submit a copy of the Income Expenditure Statement duly certified by Chartered Accountant or a Chartered Accountant's Certificate in support of the statement.
  - 23.4 During the past two years, the firm should have satisfactorily completed the similar contracts for either of the following and should submit certificate(s) of satisfactory completion of the contract(s) from the respective client(s):
    - a) A single contract for an annual value of at least Rs.16,00,000/-; or
    - b) Two contracts for an annual value of Rs.10,00,000/- each; or
    - c) Three contracts for an annual value of Rs.8,00,000/- each
  - 23.5 The firm should be registered with Service Tax Authority and should submit a copy of Registration Certificate showing 16 digit number.
  - 23.6. The firm should have a PAN No. In case of a proprietorship firm, the PAN of the proprietor is acceptable. A copy of PAN card should be submitted with the Technical Bid.
24. Change of the vehicle deployed on monthly rental basis will be allowed only under exceptional circumstances. As these vehicles are to be used by the senior officers and also for some general purposes of the Society, the firm should

ensure that all the necessary documents [Registration Certificate, Insurance Papers, PUC etc.] are in the personal custody of the licensed drivers.

25. The names and addresses of the drivers, who will attend the duty in a vehicle hired on monthly rental basis are to be furnished as soon as the contract is awarded. The owner/any reputed responsible person should have direct telephone [office as well as residence] and should also be available on a mobile phone so as to ensure prompt attendance to calls in case of emergency. The drivers of the vehicles must also be provided with mobile phones and should be available on phones all the time.
26. The firm shall be responsible for providing the required number of vehicles at any time even at short notice. The services should be available round the clock.
27. In case the vendor fails to make available any vehicle on the Institute's demand, a penalty of an amount equivalent to the half day's fare (i.e 4 hrs. and 40 kms.) in respect of the category of vehicle demanded for that day would be imposed on the vendor and the amount would be deducted from the monthly bills..
28. The vehicles provided by the firm may be required to ply in NCR areas, such as Noida, Ghaziabad and Gurgaon and therefore, vehicles supplied should be fit to ply in NCR.
29. Irrespective of the location of the selected vendor, the vehicle supplied (including regular vehicles) would be considered to have started from NIELIT and as such the mileage would be calculated from NIELIT office at 6 C G O Complex unless the same is being asked to be provided at location other than the above said location and released at a location different than Electronics Niketan.
30. Firms will ensure that the vehicles and the drivers are not normally changed.
31. Vehicles supplied by the firm will be regularly inspected by the representative of this Institute for good condition and in case of non-compliance of any of the conditions, a penalty of Rs.500/- per occasion shall be imposed on the defaulting firm.
32. In case there is a delay of more than 20 minutes from the receipt of telephonic orders in reaching the desired destination a penalty of Rs.50/-per 15 minutes delay shall be imposed on the firm.
33. In case the firm is registered under partnership, a copy of the 'Partnership Deed' will have to be attached along with Tender Document. In case of the firms registered under Registration of Societies Authorities or under Companies Act must attach a copy of the Certificate of Incorporation.
34. Evaluation of Bids: A single vendor will be awarded the contract based on this quotation. For ascertaining the lowest bidders, monthly charges (@2000 KMs and 240 hrs) for Indigo/Esteem only will be taken into consideration and the same will carry 20% weightage and though the bidders will have to quote monthly charges (2000 KM and 240 Hrs) for other kind of vehicles, such rates would not be considered for evaluating the Bids. For other kind of vehicles the rates quoted by each bidder for daily bookings only will be considered and will be given wightage @ 15% each for Non-AC and AC Indica/Wagon

R/Santro/Ambassador, 15% for Indigo/Esteem, 20% for Non-AC Qualis/Tavera/Sumo, 2% for AC Qualis/ Tavera/Tata Sumo, 2% for Ascent/Dezire/Manza, 5% for SX4/Honda City/Etios, 1% for Corola/Honda Civic and 5% for Innova/Xylo. Additional mileage/extra hour charges shall be paid on actual basis as per the rate quoted in the format.

35. Bidder has to ensure that refilling of fuel has to be managed from the nearby petrol pump and no additional mileage for this purpose shall be permissible. Taxes & levies, if any, shall be paid extra by the Society on actual basis and rates should be quoted accordingly.
36. Drivers have to maintain daily duty slips, duly signed/verified from the officers using the car. Such duty slips will be required to be submitted to the Institute along with the bill.
37. A copy of this Tender Document with each page, duly signed, by authorized signatory in token of acceptance of terms and conditions should be submitted with the quotations in prescribed pro forma.
38. The contract under this Tender shall be interpreted as per Indian Laws and shall have exclusive jurisdiction of Delhi Court.
39. All disputes or differences between the parties hereto arising out of or from relating to anything contained in this document including any dispute or differences arising out of termination or implementation of the obligations arising here from shall be referred to Arbitrator appointed as per the provisions of the Arbitration and Conciliation Act, 1996 or any statute modification or enactment thereto for the time being in force. The award made by the Arbitrator shall be binding on the parties hereto and the venue/jurisdiction of the Arbitration shall be at New Delhi.
40. All penalties shall be subject to a maximum of 10% of the value of contract and in case the amount of penalty crosses the ceilings, the contract awarded shall be terminated with due notice.
41. NIELIT shall not be responsible for any issues pertaining to pay, perks, service conditions etc. between the agency and the drivers deployed by them on NIELIT duty. All matters between the driver and the agency shall be settled by the Agency and NIELIT shall not be brought in picture.

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**Proforma for Furnishing Technical Bid**

1. Name, Addresss and Telephone Number of the Organization. :
2. Date of commencement of Business [Please furnish proof in support of your statement] :
3. Status of the organization [i.e. whether Proprietorship, Partnership, Private Limited/Public Limited Company, Registered under Societies Registration Act, etc.] :
4. Registration Number of the Organization [Please attach Certificate of Registration / Incorporation / Partnerhsip Deed etc.] :
5. Name of the C.E.O. / Proprietor :
6. Name, designation and address including phone / mobile number of the Contact Person :
7. Date of commencement of Tour & Travel business [Please enclose evidence]. :
8. Annual Turnover [Attach photostat copies of Balance Sheet / I.T. Returns / C.A.'s Certificate] : 2010-11  
2011-12  
2012-13
9. Service Tax No. [Enclose a copy of ST Registration] :
10. PAN. of the Organization / Owner [in case of proprietorship organization where no PAN. has been issued in the name of the organization][Please enclose a copy]. :
11. Details of the organizations being served with similar services, which fulfill the eligibility condition stipulated in Clause 23.4 of the Tender Document:

	Name & Address	Name & Phone No. of the Contact person	Annual cost of contract	Since when the services are being provided.

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12. Number of clients being served in and around Delhi on the date of submission of bid [please enclose a comprehensive list with address and telephone numbers].
13. Number of vehicles owned by the organization : [please enclose a comprehensive list of vehicles clearly indicating Model, Name & Make, Regn. No. and Year of Registration of each vehicle].
14. Details of E.M.D. [enclose D.D.] : D.D. No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs.75,000/- drawn on \_\_\_\_\_ Bank in favour of NIELIT, payable at New Delhi.

**DECLARATION:-**

- A] It is certified that the information furnished above is correct.
- B] We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- C] We understand that the decision of the NIELIT to accept/reject "the points of disagreements and proposed solution provided by us" would be final and binding.
- D] The signatory to this Bid is authorized to sign Bids on behalf of the organization.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Appendix II**

**NIELIT**

[An autonomous scientific society of Department of Electronics & Information Technology, Ministry of Communications and Information Technology, Govt. of India]

**PRO FORMA FOR QUOTING THE RATES FOR PROVIDING HIRED SERVICES**

**Name & Address of the Party:**

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Particulars	Indica / WagonR / Santro		Indigo / Esteem	Ascent / Dzire / Manza	SX4 / Honda City / Etos	Corola / Honda Civic	Innova / Xylo	Tavera / Sumo / Qualis	
	Non-A/C	A/C	A/C	A/C	A/C	A/C	A/C	Non-A/C	A/C
80 km & 8 hrs.									
40 Km & 4 hrs.									
Extra per km after 40 kms. or 80 km. as the case may be.									
Extra per hr. after 8 hrs.									
Out-station A) Per km B) In case of vehicle on monthly basis C) Any other charges									
Night stay charges [after 11.00 P.M.]									
Monthly rates: A) 2000 km + 240 hrs.									
B) Extra kms. C) Extra hrs.									
Taxes									

1. It is confirmed that we have read the terms and conditions stipulated in the Tender Document and we undertake to abide by these terms and conditions.
2. A copy of the Tender Document with each page, duly signed, is enclosed herewith.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

**Seal of the organization**