

LIMITED TENDER ENQUIRY

Ref. No. 2(1065)/2016-17/AHC/CAR

Date: 08.12.2016

DUE DATE : 22.12.2016

1. Sealed Bids are invited by the Executive Director, NIELIT CALICUT (hereinafter referred to as "the Institute") for hiring **1 No. light commercial vehicle such as Non-AC Toyota Etios Car not older than 2013 year model or any other equivalent model/car** from the prospective contractors on Annual Contract basis, as per the requirements and subject to the Terms and Conditions annexed hereto.
2. The Tenders, in the format as per Annexure-III, duly **SEALED AND SUPERSCRIBED ON THE ENVELOPE WITH THE REFERENCE NO. AND DUE DATE**, should be addressed to the undersigned so as to reach him on or before the due date stipulated above. Tenders received after the due date will not be considered.
3. The Tenders should be valid for acceptance for a period of **sixty days** from the due date and the time required for delivery should also be clearly indicated.
4. Tenders by Fax, Email or any such electronic data transfer form will not be accepted.
5. The Tenderer should own or lease sufficient vehicles of year 2013 or later model vehicle registered as commercial vehicles in their names or firm's name. The proof of ownership or lease holding should be produced when called for.
6. The Tenderer shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than year 2013.
7. The Tenderer shall quote as per the format given in Annexure-III. The Tender should also contain Annexures I & II duly signed by the Tenderer.
8. The rate quoted by the Tenderer shall remain fixed during the entire period of contract and shall not be subject to variation on any account, except in the event of a hike of more than 10% in diesel price.
9. "Discount" or "extra charges", if any, mentioned by the Tenderer shall not be considered unless these are specifically indicated in the price schedule.
10. The Tenderer must deposit ₹ **12,000/-** (Rupees Twelve Thousand only) as Bid Security/E.M.D, by POS/NEFT or D.D. in favour of The Executive Director, NIELIT CALICUT drawn on **State Bank of India, NIT Calicut Branch, Calicut – 673 601**.

11. The successful Tenderer's security will be discharged upon the Tenderer's acceptance of the award of contract satisfactorily and furnishing the performance security.
12. The Bid Security Deposit shall be forfeited if the Tenderer (a) withdraws his Tender during the period of Tender validity or (b) fails to sign the contract in accordance with the terms and conditions attached hereto.
13. The Bid Security and Performance Security Deposits do not carry any interest.
14. Other things being equal, preference will be given to those Tenderers who own maximum number of vehicles.
15. Incomplete Tenders and Tenders which do not comply with all the above instructions are liable to be summarily rejected.
16. The Institute does not bind itself to accept the lowest or any such Tender and has the right to accept or reject whole or any part of Tender or a portion of the contract without assigning any reasons. No correspondence in case of rejected Tenders will be entertained.
17. The Institute reserves the right, at the time of award of contract or any time during the validity of the contract, to increase the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity or other terms and conditions.

Yours faithfully

Purchase In-charge

Encl: Annexure I, II & III

NB: The complete set of this Enquiry can be downloaded from our website www.nielit.gov.in/calicut and www.eprocure.gov.in

TERMS & CONDITIONS OF CONTRACT

1. Application

Submission of Tender against this Enquiry shall bind the Tenderer for the acceptance of all the conditions specified herein unless otherwise agreed to by the Institute.

2. Performance Security Deposit

2.1 The successful Tenderer shall be required to deposit an amount equal to **5% of the tendered value of the contract for one year** as Performance Security Deposit, within 10 days of conveying the Institute's intention of accepting his offer.

2.2 Performance Security Deposit shall be submitted either through online remittance /DD or in the form of Bank Guarantee issued by a Scheduled Bank in the prescribed format.

2.3 Performance Security Deposit will be discharged after completion of contractor's performance obligation under the contract, without any interest.

2.4 If the contractor fails to comply with or neglects any of his obligations under the contract it shall be lawful for the Institute to forfeit either the whole or any part of Performance Security Deposit furnished by the Tenderer as compensation for any loss resulting from such failure/negligence.

3. Execution time limit

The time period as stipulated in the contract or letter of intent shall be deemed to be the essence of the contract.

4. Award of Contract

4.1 The Institute shall consider placement of letter of intent (LOI) to those Tenderers whose offers have been found technically, commercially and financially acceptable. The Tenderer shall within 10 days of issue of LOI, give his acceptance of the LOI along with Performance Security Deposit.

4.2 Signing of Agreement shall constitute the award of Hiring Contract on the Tenderer. Until an agreement is signed and executed, the Tender together with the written acceptance thereof by the Institute shall constitute a binding contract between the parties.

4.3 Failure of the successful Tenderer to comply with the requirement of clause 4.1 above shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security Deposit/EMD in which event the Institute may award the contract to any other Tenderer at its discretion or call for fresh Tenders.

5. Payment

- 5.1. Monthly bills in duplicate shall be submitted by the Contractor to the Institute along with duty slips/logbook duly signed by the user.
- 5.2. TDS at the rate applicable from time to time as per the Income Tax Act shall be deducted from the bills of the contractor. **The contractor shall invariably furnish the Institute his PAN & Bank Account details.**

6 Termination of Contract

- 6.1. The Institute may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part:
 - (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by the Institute.
 - (b) If the contractor fails to perform any other obligation(s) under the contract.
- 6.2. The Institute may without prejudice to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in circumstances mentioned under clauses 6.1(a) & (b) above.

7. Termination for Insolvency

The Institute may also, by giving written notice, and without compensation to the contractor, terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

8 Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as 'events') provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract which shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Institute as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

9 Arbitration

In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to the sole Arbitrator to be appointed by the Institute and the provisions of the Arbitration and Conciliation Act, 1996 shall be

applicable. The venue of arbitration shall be Calicut. The award of the arbitrator shall be final and binding on both the parties.

10. Set Off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Institute and set off the same against any claim of the Institute for payment of a sum of money arising out of this contract or under any other contract made by contractor with the Institute.

Other Conditions

- 11.** The Institute reserves the right to disqualify such Tenderer's who have a record of not meeting contractual obligations against earlier contract entered into with the Institute and reserves the right to blacklist a Tenderer for a suitable period in case he fails to honour his Tender without sufficient ground.
- 12.** The Contractor shall be responsible under the relevant provisions of Motor Vehicle Act 1968 and IPC for the liability arising out of accidents involving the hired vehicle resulting in loss or damage to life or property with respect to vehicle driver, passenger or any third party, and the Institute shall have no responsibility towards the same and will not entertain any claim in this regard under the said provisions of the Law.
- 13.** The engagement and employment of drivers and payment of wages, bata, and bonus or any other compensation to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- 14.** No sub-contracting is permissible.
- 15.** The contractor shall assign the job of driving of hired vehicles only to qualified, experienced and licensed drivers and also assume full responsibility for the safety and security of the officials as well as essential store items while running the vehicle by ensuring safe driving. The Institute shall have no direct or indirect liability arising out of negligent, rash, drunken and impetuous driving which is an offence under section 29 of IPC and any loss caused to the Institute in this regard will have to be compensated by the contractor. The drivers deputed by the contractor should also be literate and well behaved.
- 16.** The contractor shall, when called upon to do so, place at the disposal of the Institute such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and on the same terms and conditions.
- 17.** In no case a vehicle which is not registered for commercial purpose shall be supplied to the Institute and taxes etc. due on such vehicles shall be the liability of the contractor.
- 18.** The vehicles should not bear any scratches/damage on its exterior or interior and satisfy emission control norms with a valid PUC Certificate.
- 19.** Gas kits are not allowed as a fuel in car.
- 20.** The car will be kept neat and clean and in perfect running condition with shining body and clean interior with good upholstery.

21. The contractor shall send the vehicle for periodical servicing at his cost; the Institute will not pay for either any mileage run for such servicing or the duration involved in such servicing.
22. The cost of all repairs, maintenance, fuel, lubricants, taxes, insurance, any other levies and all other expenses with respect to the hired vehicle shall be borne by the contractor.
23. The car should have a comprehensive insurance to cover the risks during the contract period. In case of any accident, all the claims arising, out of it, shall be met by the contractor.
24. It is the responsibility of the contractor to provide substitute vehicle during periods of servicing and/or breakdown of the hired vehicle at no extra cost.
25. The Institute reserves right to offer counter offer price(s) against price(s) quoted by the Tenderer.
26. The contractor has to ensure accuracy of odometer/speedometer/trip meter in the vehicles supplied to the Institute. Regular checking of meters by the designated Transport Authority may be got done by the contractor at his cost, and requisite certificate to this effect may be produced to the Institute as and when demanded.
27. The vehicle will be generally used within Kozhikode and neighboring districts. There may be occasional instances of outstation trips also.

Name & Signature of Tenderer.

Address & Mobile No.

SERVICES TO BE PROVIDED

1. Service

Provision of registered commercial vehicles with licensed drivers, on Hire basis for the use of NIELIT CALICUT, as per the Schedule of Requirement below:

<i>Type of Vehicle/Model</i>	<i>Qty</i>	<i>Job Description</i>	<i>All-inclusive Rate ₹</i>
'Toyota Etios Non-AC Car*' not older than 2013 year model or any other equivalent model/car	1	1. For 1000 KMs per month 2. For 1,500 KMs per month 3. Extra KM (above 1,000/1,500 KMs)	

* However, the car should be provided with AC for limited use.

2. A board indicating “**On NIELIT CALICUT (Govt. of India) Duty**” should be used on the vehicle.

3. Period of Contract

Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order/agreement. However, the contract may be extended by NIELIT, CALICUT for further period up to one year at the same rate and on the same terms and conditions.

4. Quantity

Toyota Etios Car or any other equivalent model/car in good condition and not older than **2013 model**. However, the Institute may increase the number of vehicles depending upon the actual requirements, during the validity of the contract and the contractor shall be bound to supply such additional quantity at the same rate, and on the same terms and conditions.

5. Rate

All-inclusive rates should be quoted. No other charges shall be payable during the validity of the contract under any other account/circumstances.

6. Duty Hours

Nine hours per day on all days of month except Sunday (234 Hrs per month) under normal circumstances. However, the vehicle should be available round the clock, upon telephonic requisition. The extra hours run either on Sundays or on any other day will be adjusted against the total of 234 Hrs. per month.

7. Reporting Place

NIELIT CALICUT, NIT Campus PO, Calicut 673 601.

8. **Counting of Distance**

The count of distance should start from NIELIT CALICUT, NIT campus and back and not from the garage of the Contractor. The vehicle can be parked at the campus of the Institute.

9. **Accuracy of Meters**

The meter reading should tally with the actual distance of run at any instant and authorized officer of the Institute shall have full power to check up the meter for its correctness and to take action accordingly.

10. **Penalties**

10.1. In case of break down, vehicles have to be replaced immediately and not later than one hour. In case of non-provision of suitable vehicle within the above time limit, a penalty of ₹ 400/- or the amount actually incurred by the Institute for making alternative arrangement, whichever is higher, may be imposed in addition to deduction of charges on pro-rata basis for the period. If the number of breakdowns exceeds three times in a month, a penalty of ₹500/- per break down or the total amount actually incurred by the Institute for making alternative arrangement, whichever is higher, shall be imposed.

10.2. In case of non-availability of vehicles, penalty of ₹1,000/- per day or the amount actually incurred by the Institute for making alternative arrangement, whichever is higher shall be imposed in addition to deduction of charges at pro-rata basis for that day.

10.3. In case of non-availability of vehicles during extra hours, Penalty of ₹400/- per occasion or the amount actually incurred by the Institute for making alternative arrangement, whichever is higher, shall be imposed.

11 **Special Requirements**

11.1. Intending Tenderer must have a telephone/Mobile phone where requisition of vehicles can be conveyed all the 24 hours. Telephone No. must be specified in the Tender.

11.2. Payment of any Govt. Tax or duty for plying the vehicle will be the liability/responsibility of the contractor.

11.3. Parking and Toll charges, if any, may be claimed by producing the parking/Toll slips.

Signature of Tenderer

TENDER FORM

Ref No.:

Date :

I. All-inclusive Monthly Rate for supply of Car on Annual Contract basis:

<i>Type of Vehicle/Model</i>	<i>Qty</i>	<i>Job Description</i>	<i>All-inclusive Rate ₹</i>
'Toyota Etios' Non-AC Car not older than 2013 year model or any other equivalent model/car*	1 No.	1. For 1,000 KMs per month 2. For 1,500 KMs per month 3. Extra KM (above 1000/1,500 KMs)	

*** Give model details**

Rate per KM for the above Vehicle or any other equivalent model/car with AC facility may also be quoted separately.

(1) Rate per KM for Toyota Etios 2013 or other equivalent model/car with A/C ₹

II. The other charges in addition to the above, will be as follows:

1. Overtime charges of driver per hour (beyond 234 hours per month) ₹.
2. Halting charges for night halt ₹.

III. Details of vehicle offered:

S.No.	Type/Make of Vehicle	Model (year) of vehicle	Registration No. of Vehicle	Taxi Permit No.	Valid Upto

IV. Telephone Number

V. Particulars of remittance of Bid Security/EMD of ₹ 12,000/- :
(Cash receipt/DD in original to be attached)

Certified that I/We have read and understood all the terms and conditions of the tender enquiry No.datedand I/We will abide by all the terms and conditions set therein. I/We also undertake that if my/our Tender is accepted, I/We shall submit the performance security as per the conditions stipulated herein.

Signature of Tenderer :

Name of Tenderer & Address:

Date: