

TENDER DOCUMENT

FOR

HIRING OF PRIVATE TAXI



The National Small Industries Corporation Ltd.
(A Government of India Enterprise)
513, Alankar Plaza, Central Spine, Vidhyadhar Nagar,
Jaipur- 302039

TEL: 0141-2231573

FAX: 0141-2231572

Price: May be downloaded free of cost.

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Government of India Enterprise)
513, Alankar Plaza, Central Spine, Vidhyadhar Nagar,
Jaipur- 302039

TENDER NOTICE

Hiring of Taxi

The National Small Industries Corporation Ltd., 513, Alankar Plaza, Central Spine, Vidhyadhar Nagar, Jaipur - 302039 invites sealed tenders from registered and reputed agencies/firms for Annual Rate Contract for Hiring one taxi on monthly basis under bids system. **The last date of receipt of tender is 04th January, 2019** by 14:00 hrs. The tender document may be downloaded from our website www.nsic.co.in. The amount of **EMD is Rs. 100/-(One Hundred Only)** which may be paid in the form of Demand Draft/Cheque along with the bids in favour of National Small Industries Corporation Ltd. payable at Jaipur from any of the commercial banks and should be valid **for at least 3 months**. The amount of EMD will be non-refundable.

The Envelope shall be addressed and submitted to **The Senior Branch Manager, The National Small Industries Corporation Ltd., 513, Alankar Plaza, Central Spine, Vidhyadhar Nagar, Jaipur - 302039** and should reach latest by 14:00 hrs on **04th January, 2019**. The tender box will be placed at the reception of National Small Industries Corporation Ltd. at above address. Bids will be opened on the same day at 16:00 hrs before the representatives of the bidders (if any).

The Competent Authority reserves the rights to cancel any or all the quotations without assigning any reason.

For information regarding any change, please visit our website regularly.

DGM & Sr. Branch Manager

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Government of India Enterprise)

513, Alankar Plaza, Central Spine, Vidhyadhar Nagar,
Jaipur- 302039

TENDER DOCUMENT

Sub: Tender inviting bids for hiring of taxi/car.

A. INVITATION TO BID

The National Small Industries Corporation Ltd., 513, Alankar Plaza, Central Spine, Vidhyadhar Nagar, Jaipur - 302039 intends to **hire one taxi (Tata Indigo or Swift Dzire or Toyota Etios or equivalent) on annual rate contract basis for its official use**, initially for a period of one year. Firms/Individuals who are interested to offer their taxi to NSIC are requested to **send sealed tenders in the requisite proforma given in Annexure-III & IV** to the Senior Branch Manager - The National Small Industries Corporation Ltd., 513, Alankar Plaza, Central Spine, Vidhyadhar Nagar, Jaipur - 302039 latest by 14:00 hrs on **04th January, 2019**.

A. TERMS & CONDITIONS

1. During the period of contract, the contractor should be in a position to supply the vehicles on monthly basis.
2. **The rates quoted shall be inclusive of all govt. taxes (except for parking and toll charges and GST). The rates shall not be changed during the period of contract.**
3. **One side dead mileage up to a maximum of only 10 Km** per day will be allowed.
4. One vehicle with driver should be earmarked for the NSIC during the period year of the contract.
5. The NSIC reserves the right to terminate the contract at any time without assigning any reason.
6. The drivers shall maintain logbooks duly signed by the users, indicating point-to-point entries and kilometers covered on a daily basis.
7. Payments for the services rendered would be made on a monthly basis provided the claims are in order and are supported by the log books/relevant duty slips, duly signed by the users.
8. If the performance of the service provider is found unsatisfactory or the terms and conditions of the contract are violated, the NSIC reserves the right to terminate the contract.

9. The bids along with **EMD Amount of Rs. 100/-** in the form of Account Payee Demand Draft/Cheque drawn in favour of National Small Industries Corporation Ltd. **Payable** at Jaipur must be submitted by the stipulated date. Bids received without EMD or those received after the due date and time will not be entertained.
10. The service provider shall adhere to all the prevailing statutory laws.
11. The contract shall remain in force initially for one year.
12. The contract may be extended with mutual consent, after the initial period of one year based on satisfactory report.
13. Driver should be in a proper uniform, well versed with Rajasthan routes and places. He should be well behaved and courteous to the officers/staff.
14. **The driver should be carrying a working mobile phone, whose number shall be communicated to the NSIC authorities.**
15. **The Taxi registered under Taxi or commercial vehicle only should be provided.**
16. The vehicle should be duly insured and the insurance cover should be valid throughout the period of contract. The Insurance cover, protecting the NSIC against all claims applicable under the Workman's Compensation Act, 1948 or other Acts as applicable, shall be taken by the contractor. The taxi/vehicle provider shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on NSIC the same shall be reimbursed/ indemnified by the taxi/vehicle provider.
17. The driver should have experience of at least three years.
18. Payment of bills would take about one week time on an average. However, no interest/ penalty would be paid by NSIC in case of delay in payment due to official reason.
19. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or any reason except Govt. taxes during the period of contract.
20. The starting point would be counted from the duty point and not contractor's garage or any other taxi parking place of the contractor. Duty point would be informed to the contractor by NSIC. The starting and end time would be counted from duty to duty point.
21. The period of contract may be extended after the initial period of one year is over with mutual consent subject to satisfactory performance during the initial period. However the extension would be maximum for one year on the same terms and conditions as initial year.
23. NSIC shall have the right not to utilize the services of the contractor at all at any time for any period without giving any notice and reason. NSIC also reserve the right to hire taxis from any other service provider even during the period of contract. The contractor shall provide the vehicle any time during the day/night (i.e., on 24 hours x 7 days).

24. All disputes will be subject to the jurisdiction of Jaipur.
25. Criterion for Evaluation of Tender: - Criteria for evaluation are as given at Annexure-II Lowest bidder who fulfills all technical parameters and terms and conditions shall be considered for award of contract.
26. Arbitration: If any differences arise concerning this agreement, its interpretation or the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by office of the NSIC. The provisions of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings.

DGM & Sr. Branch Manager

ANNEXURE -I

GENERAL TERMS AND CONDITIONS

Sub: - Notice Inviting Tender for “Hiring of Taxis”

1. **Parties:** - The parties to the Contract are the contractor (the bidder to whom the work has been awarded) and the National Small Industries Corporation Ltd.

2. **Addresses:** For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact number(s) by a separate letter sent by registered post with acknowledgement due to the NSIC. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner.

3. **Earnest Money:** Earnest Money of Rs.100/- (Rupees one Hundred only) in the form of Demand Draft/Cheque from any bank must be deposited by bidders along with their duly filled up tenders documents. The validity of the Demand Draft/cheque shall be of at least 3 (three) months. Demand Draft/cheque shall be in favour of” National Small Industries Corporation Ltd.”, payable at Jaipur.

3.1 bidders shall not be permitted to withdraw his offer or modify the terms and conditions thereof.

3.2 The tenders without Earnest Money and not filled up tender document & leave blanked will be summarily rejected.

4. Preparation and submission of Tender:

The envelope containing sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same.

5. **Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he signs as:-

(a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

Note Below

(1) In case of partnership firms, a copy of the partnership deed, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership deed or the general power of attorney. The attested copy of the certificate of registration of firm (Form-A) should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, this office may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS TENDER DOCUMENT.** (This sub clause will not be applicable in cases where signing of a separate agreement is considered by the NSIC, If necessary).

6. The Bid should be submitted in form given in Annexure-III & IV along with the EMD of Rs. 100/- along with registration particulars, copy of PAN Number issued in favour of the firm, full details of the number of Taxis registered in the name of the tenderer or his firm and other information sought for in the **Annexure-III & IV**.

6.1 Terms of payment as stated in the Tender Documents shall be final.

6.2 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

7. **Validity of the Bids:**

The bids shall be valid for a period of 30 days from the date of opening of the tenders.

8. **Opening of Tender:**

The tenderer is at liberty either himself or authorize, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

9. **Right of Acceptance:** The National Small Industries Corporation Ltd, reserves all rights to reject any tender without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of the NSIC in this regard shall be final and binding.

10. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractors' quotation.

11. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.

12. The Security Deposit can be forfeited by order of the competent authority of the NSIC in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Security Deposit as may be considered by the NSIC, Jaipur. Sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final settlement on the account of firm's bill has been received and examined.

13. **Penalty:**

(a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Taxi from the market in the event of Contractor failing to provide requisitioned number of taxis or not providing Taxis, NSIC shall make **deductions at double the rate of hiring rate on pro rata basis** from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the NSIC.

(b) The powers of the Office of the NSIC under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 13 above.

14. **Disclaimer:** The near relatives of employees of the NSIC are prohibited from participation in this tender. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their husband or wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

15. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the NSIC in that event.

16. **Sub-letting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party.

17. The tender is not transferable.

18. Terms of payment:

18.1 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

18.2 The contractor shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

18.3 All payments shall be made by online through NEFT/RTGS only.

18.4 Office of the NSIC shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the NSIC, if any.

18.5 The term, payment mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

19. **Arbitration:** If any difference arises concerning this Agreement, its interpretation or the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by Office of the NSIC, Jaipur. The arbitration proceedings shall take place in NSIC. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.

TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

1. Main parameters for technical evaluation

- a) **The vehicles should be** in good physical and working conditions with proper insurance coverage and **should not have covered more than 25, 000 kilometers.**
 - b) The driver earmarked for the NSIC should have **at least three years driving experience**, must be conversant with the traffic routes Rajasthan and must carry working mobile phones with them while on duty.
 - c) The firm/individual should provide copies of the registration certificates, insurance coverage certificates and pollution under control certificates in respect of the vehicle earmarked for the NSIC and valid licenses of the driver before Commencement of the contract.
 - d) **The following documents should be attached to the bid documents:**
 - a) Copy of the Income Tax Return filed/acknowledgement obtained.
 - b) Copy of the PAN card issued by the Income Tax Department.
 - c) Details of the taxis owned by the firm or proprietor
 - d) Details of Government Departments/Organizations for which services are being provided by firm/individual.
 - e) The bidder should indicate whether they have ever been black listed in the past by any Department, Govt. of India.
 - f) In case of firm, the same should be registered and should furnish a copy of registration certificate in support thereof.
 - g) The firm/Individual should have minimum one years of experience of working. Satisfactory Service Certificates from existing/past employers should be enclosed, in this regard.
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ANNEXURE -III

TENDER FORM-1 TECHNICAL INFORMATION AND UNDERTAKING

Sub: - Notice Inviting Tender for Hiring of “Taxi”

1. Name of the bidder/concern:
2. Office Address (with Tel. & Mob. No.) :
3. Address and Tel. No. of Garage (if any) :
4. PAN No. of the firm/individual:
5. Working experience (in years):
6. Nature of the concern :(i.e. Sole Proprietor or Partnership firm or a Company) - Copy of Registration Certificate be furnished.
7. Whether assessed to Income-Tax: (furnish copy of latest income tax return)
8. Nos., Age in Years & Models, Make of the vehicle owned by the firm: (copy of RTO registration and insurance to be submitted)
9. Remarks (if any):

Date:

Place:

Sign. & seal
Name _____

TENDER FORM-2 COMMERCIAL INFORMATION

Sub: Notice Inviting Tender for Hiring Taxi

The bid may be furnished in the following format **separately**

Particulars	Tata Indigo/Swift Dzire/Toyota Etios or equivalent
Monthly basis Rates (in Rs)*:- Up to 2000 Kms/ 240 hrs	
Extra Charges per Km. beyond 2000 Kms.	
Extra Charges per hrs beyond 240 hrs.	

*** Rates quoted shall be inclusive of all govt. taxes except parking, toll charges and GST**

Signature & Seal with date
Name: