

NATIONAL INSTITUTE OF TECHNOLOGY

TIRUCHIRAPPALLI – 620 015. Tamil Nadu

Website: www.nitt.edu



NOTICE INVITING TENDER

Sealed Quotations are invited from the reputed Travels Agency subjected to the following conditions so as to reach this office on or before December 08, **2010, 3.00 PM**. The Quotation will be opened on the same day at **4.30 PM** in the presence of bidders or their authorized agents who may choose to present.

Tender Notification No.: OS-1/2010-11/Travels/Item no.5

Dated: November 17, 2010

Name of the work: Travels: NITT Campus

EMD Amount: Rs.10,000/- (Rupees ten thousand only)

Period for contract: Initially for a period of One year and extendable by another year

Last Date of submission of Tender : December 08, 2010 up to 3.00 PM

Address for the submission of tender: The Dean (Faculty Welfare)
National Institute of Technology
Tiruchirappalli – 620015. Tamil Nadu.

Date, time and place of tender opening :

Date: December 08, 2010

Time: 4.30 PM

Venue: Office of Dean (FW), NIT-Trichy

**TENDER DOCUMENT
FOR OPERATING TRAVELS
NIT TRICHY CAMPUS**

1. Eligibility of organizations:

- 1.1. The tenderer should have appropriate registration under statutory acts, Labour Laws, EPF, ESI & Sales/service tax.
- 1.2. The organizations who have operated and managed at least six cars /luxury vehicles, preferably in and around Tamilnadu.
- 1.3. The organizations should have a set of trained Drivers and Office Staff.

2. Responsibility of bidders:

- 2.1. The vehicles should be arranged with trained driver according to the requirement of the institute, students, staff members and residents of NITT campus at any time throughout the contract period on payment basis.

Other terms and conditions:

1. EMD by Demand Draft drawn on any scheduled bank in favour of "The Director, NIT, Trichy" payable at Trichy should be submitted. EMD shall bear no interest. Any bid not accompanying with EMD is liable to be treated as non-responsive and rejected. The successful tenderer shall remit a security deposit of Rs. 20,000/- (Rupees twenty thousand only) and the EMD already remitted by the successful tenderer will be adjusted against the security deposit. For unsuccessful tenderers, the remitted EMD will be returned without any interest. The security deposit will be refunded without any interest at the time of termination of the contract.
2. The tenderer should give details of their technical soundness and provide list of Universities, Institutes or Government Departments/Undertakings/public/private sectors with contact details. The details of the agency/profile should be furnished along with the copy of all related documents.
3. The agencies should submit their rate as per the format given in Section I of the Notice Inviting Tender in this cover. Rate should be quoted in Indian Rupee. The rate should be quoted both in words and figures. All the pages of the bid should be signed affixing the seal. All corrections and overwriting should be initialed.
4. The Institute reserves the right to cancel or reduce the quantity at any time after acceptance of the tender with a notice. The Contractor/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work/supply in full but he did not derive in consequence of the foreclosure of the whole or part of the works.
5. Clarification of Tender Document: A prospective bidder requiring any clarification of the Tender document may communicate to the contact person given in this notice inviting tender.

6. Amendment of tender document: At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment
7. The Institute may at its own discretion extend the last date for the receipt of bids.
8. The bids shall be written in English language and any information printed in other language shall be accompanied by an English translation, in which case for the purpose of interpretation of the bid, the English translation shall govern.
9. The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons therefore. The decision of the Institute Purchase Committee is final in all matters of tender and purchase.
10. The bidder should give a declaration regarding following issues while submitting the Tender.

Work Experience:- The Firm / Agency should have been registered as a Proprietary Firm / Partnership Firm / Registered Company / experience of three years in providing different types of vehicles to Government Departments / Public Sector Undertakings and reputed Private Sector Companies. Proof of experience and performance certificate.

11. Provisioning of vehicles: - The Tenderer should own minimum six cars/luxury vehicles and the proof of the same should be submitted along with Tender documents; otherwise the tender will be rejected.
12. The vehicles should be in good condition with well-maintained interior and exterior. The Tenderer should furnish the complete details of all the vehicles (list of vehicles with registration No., details of ownerships, year of manufacture etc) along with the Tender; failing which the Tender shall be rejected.
13. The vehicle intended to be provided by the Tenderer under the Contract must be registered as Public Carrier and should conform to the Tamil Nadu transport rules. NITT will not be responsible for any complication arising out of any such contingencies.
14. Prior to commencement of the Contract, NITT officials shall inspect all the vehicles of the Tenderer. Also, during period of the Contract, there shall be periodical inspection of vehicles. The Tenderer shall furnish photocopies of Registration Certificate, Comprehensive Insurance, Road Tax, and FC, etc, every year.
15. The vehicles mentioned in the Tender document shall be only operated by the Contractor throughout the tenure of the Contract. However, in case of change of vehicle, the Contractor will obtain prior permission from NITT. All other Terms & Conditions of the Contract shall apply to the replaced / substituted vehicle.
16. All expenses on account of fuel, oil, repair and maintenance of vehicles provided under the Contract shall be borne by the Successful Tenderer only. NITT shall not be liable to meet any such expenses.

17. No minimum usage will be assured by NITT to the Successful Tenderer.
18. Solvency Certificate: - The Tenderer should furnish the Banker's Solvency Certificate amounting Rs. 1 Lakhs from any Nationalized / Scheduled Bank certifying the financial soundness of the Tenderer. If the Solvency Certificate is not attached alongwith the Technical Bid, the Tender shall be rejected.
19. Engagement of drivers: - The drivers engaged by the Successful Tenderer shall have minimum experience of three years, and NITT will have no liability whatsoever towards them. The drivers should have valid driving license and Passenger Badge as per RTO Rules as required under the Motor Vehicle Act. They should have good behaviour and courteous relationship with Passengers during the duty hours. Successful Tenderer shall be responsible for compliance of all relevant Labour Enactments.
20. The Successful Tenderer shall issue uniform and Shoes with socks to all drivers engaged by him. The Successful Tenderer should ensure that the drivers engaged by him are in proper uniform while on duty and they possess valid Driving License and Passenger Badge as per the RTO Rules.
21. The Successful Tenderer shall be held responsible for proper conduct, behaviour and safety of drivers engaged by him. The drivers so engaged by the Contractor, shall be under his employment and disciplinary jurisdiction. However they shall be subject to the overall discipline of NITT.
22. The drivers engaged by the Successful Tenderer should be polite with pleasing manners, co-operative, disciplined and should not smoke or be drunk while on duty. The Contractor will be held responsible for the same, and under no circumstances NITT will be responsible for any obligations / liabilities.
23. Supervision of day-to-day activities: - The Successful Tenderer shall supervise effectively the operation of vehicles and drivers and follow all the instructions and requirements given by the NITT Officials. NITT shall provide parking area for the vehicles. However NITT may put restrictions for parking the vehicles in the institute campus in terms of timings and number of vehicles.
24. Obligations under Motor Vehicle Act, 1954: - All the obligations under the Motor Vehicles Act, 1954 amended from time to time shall be complied by the Successful Tenderer.
25. Compliance of Statutory requirements:- The Successful Tenderer shall ensure that the statutory requirements as per the Enactments are complied for his staff during the tenure of the Contract. He shall ensure compliance of all the provisions of various Labour Enactments viz. The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Workmen's Compensation Act 1923, The Employees Provident Fund & Miscellaneous Act 1952, and any other Labour Enactments as may be applicable from time to time.
26. Industrial Dispute: - The staff engaged by the Successful Tenderer shall have no claim whatsoever on NITT and shall not raise any industrial dispute either directly or

indirectly with or against NITT in respect of their service conditions as long as they are engaged at NITT's premises for execution of the Contract.

27. Insurance coverage: - The Successful Tenderer shall comprehensively insure the vehicles intended to be deployed at NITT during the Contract. NITT shall in no way be liable for compensation, damages, penalties, fine etc, in any such event and under any circumstances, from any Party. He shall deposit a copy of Insurance Policies of the vehicles intended to be deployed in NITT along with the Tender document. The Insurance Policies shall have to be renewed from time to time till termination of the contract period. He shall follow the Security Rules, as applicable from time to time.
28. Verification of Character & Antecedents:- The Successful Tenderer shall ensure that the verification of the drivers employed by him is submitted in the form of an Affidavit, at the time of commencement of the Contract, along with the list of drivers.
29. Accidents/ Breakdown of vehicle: In case of break downs/ accident enroute, the driver should immediately inform over telephone about the incident to NITT Authorities and the Successful Tenderer for making immediate alternate arrangements to transport the passengers. He shall liaise with Traffic Police, RTO Authorities as well as Court proceedings including M.V. Act claims to complete all formalities. NITT should not be made to bear any expenses in this regard.
30. Penalties on account of poor maintenance of vehicles: - The Successful Tenderer shall have to provide and maintain all the vehicles in good condition and if any complaint is received, he will have to promptly change the particular vehicle and provide an alternative vehicle without causing interruption to normal services. In case the condition of the vehicle is found to be poor during inspection, the same will be corrected immediately otherwise penalties will be imposed by the NITT and suitable disciplinary actions will be taken by NITT.
31. Taxes: - The Successful Tenderer shall be solely liable to pay all taxes under the Motor Vehicle Act and Rules of any other Act as applicable, whether framed by the Central Government or State Government and submit the proof thereof to NITT.
32. Payment of Statutory Tax: - The Successful Tenderer shall be responsible for payment of all Statutory Tax, as decided by the Appropriate Authority from time to time and submit the proof thereof to NITT.
33. Period of Contract: - The Contract shall be valid initially for a period of one year and extendable by another year. NITT reserves the right to terminate the Contract awarded at any time during the currency of the Contract without assigning any reasons by giving one months notice in advance in writing. The Successful Tenderer shall be required to give three month's advance notice in writing for termination of the contract, failing which the security deposit shall stand forfeited.
34. Under no conditions the Contractor for his staff shall claim the benefits of NITT Rules, Wages & Allowances, facilities etc.

35. The Tender as furnished shall remain open and valid for a period of three months from the date of opening.
36. NITT shall not be responsible for delay or non-receipt of tender documents during transit by Post.
37. NITT reserves the right to reject any or all Tenders without assigning any reason thereof. NITT also reserves the right to fix one or more Contractors to supply vehicles at lowest rates.
38. Release of Information: The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the work under this contract.
39. Completion of Contract: Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract. Fresh agreement shall have to be drawn if both parties to the contract agree to extend the period of contract beyond one year by mutual consent.
40. Accident or Injury/death to Workmen: The institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury/death to any workman or other person in the employment of the contractor or any sub-contractor. The contractor shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in relation thereto.
41. Damage to Property: Contractor shall be responsible for making good to the satisfaction of the Officials of NITT for any loss or any damage to all structures and properties within the NITT premises. If such loss or damage is due to fault and / or the negligence or willful acts or omission of the contractor, his employee agents, representatives or sub-contractors, he shall make good the loss as assesses by the NITT officials.
42. No labour below the age of 18 (eighteen) years shall be employed at the work.
43. The contractor shall be solely responsible as regards salary/wages and service conditions and terms extended by the contractor to his workmen and shall in this connection maintain requisite records and comply with all laws/enactment. Rules and regulations and orders applicable to the contractor's employees/workmen in general and in particular laws/enactment, rules and regulations and orders dealing with employment of contract labour, payment of compensation, contribution under ESI 1948 EPF & PF Act 1952, Payment of Minimum wages, Fire and safety, Regulations relating to employment of female work force, security arrangements and such other rules and regulations as may be applicable at present or made applicable hereafter.
44. Safety regulations: In respect of all labour, directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions per safety codes of RTO, Indian Standard

Institution, the Electricity Act, Regulations, Rules and Orders made there under and such other Acts as applicable.

45. Discipline:

- i. Smoking and drinking liquor within the Institute campus prohibited. Violators of this rule shall be discharged immediately.
- ii. Uniform: All the workers engaged for the job and while on duty shall be wearing clean uniform as approved by the institute along with name tab/identity card
- iii. No slackness or indifferent attitude while on duty shall be acceptable, especially while dealing with the passengers.
- iv. No tips in any form shall be accepted/entertained.
- v. The drivers should not insist the passengers to provide food/refreshment during the journey.

46. Force Majeure:

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean acts of God, water, revolt, riot, fire, flood and act and regulations of the Government of India or any of its authorized agencies.
- ii. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing with 7 (seven) days of the alleged beginning and ending there of giving full particulars and satisfactory proof.
- iii. Time for performance or relative obligation suspended by the force Majeure shall be extended by the period for which cause lasts or condoned by the institute without any penalty.
- iv. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the institute shall have the option of cancelling the contract in whole or part thereof at its own discretion. Any situation of force majeure shall not be payable by the institute under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.

47. ARBITRATOR:

In the event of the disputes, differences, claims and questions arising between the parties hereto arising out of this agreement or anyway relating here to or any term, condition or provisions herein mentioned or the Construction, validity, interpretation thereof or otherwise in relation hereto, all such dispute claims or question shall be referred to **Sole Arbitrator** appointed by the NITT. Such arbitrator shall be held in

accordance with the provisions of arbitration and conciliation Act 1996 or re-enactment thereof for the time being in force and arbitration proceedings shall be held at Tiruchirappalli. All legal disputes shall be subject to the jurisdiction of court at Tiruchirappalli.

48. Submission of Application for Contract:

- i. If an individual makes the application, it shall be signed by the proprietor above his full typewritten name and current address.
- ii. If a proprietary firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- iii. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.
- iv. If a limited company or a corporation makes the application, a duly authorized person holding power of attorney for signing the application shall sign it. In such a case a certified copy of the power of attorney shall accompany the applications. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the tender application is filed.
- v. If information is furnished in a separate document, reference to the same should be given against respective columns. If any particular question / information are not applicable in the case of the applicant, it should be stated as "not applicable". However, the applicants are cautioned that not giving complete information called for in the application forms or deliberately suppressing the information may result in the applicant being summarily disqualified.
- vi. Applications made by FAX and those received late will not be entertained. The application should be typewritten and signed on each page of the application.
- vii. Overwriting should be avoided. Neatly crossing out, initiating, dating and rewriting shall make correction, if any. All pages of the document shall be numbered and submitted as a package with signed letter of transmittal.
- viii. The applicant is advised to attach any additional information, which he thinks is necessary to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after the tender document is submitted, unless the Institute calls for it.

- ix. The tender document in prescribed form duly completed and signed shall be submitted in a sealed cover with two cover system (Technical Bid & Financial Bid) put in a single bigger cover. The sealed bigger cover superscribed "**Tender No.- OS-1/2010-11/Travels/ Item no.5 contains 2 covers** " shall be received in the Office of the Dean (Faculty Welfare), up to 1500 hrs on 08th December 2010. Documents submitted in connection with this tender will be treated as confidential and will not be returned.
- x. Prospective applicants may seek clarification regarding the scope of work and/ or the requirements for bidding, in writing, within a reasonable time. Any clarification given by the Institute will be forwarded to all those who have obtained the tender document. No request for clarification will be considered after receiving the tenders.
- xi. Campus Visit: The applicant is advised to visit and examine the campus and its surroundings and obtains for himself on his own responsibility, all information that may be necessary for preparing the tender documents. The cost of visiting the site shall be at applicant's own expense.
- xii. Those Downloading the documents from website shall include, along with other documents, a demand draft of Rs.520/- (Rupees Five Hundred twenty only), non-refundable, towards cost of application.
- xiii. The application shall be forwarded in two envelopes as under;

Envelope 1 (superscribed "**Technical Bid for Travels**") shall contain the following.

- i. Vehicles Details (Section I)
- ii. Staff Details (Section II)
- iii. Financial information of the organization (Separate Sheet)
- iv. Details of all contract completed during the last three years (Separate Sheet)
- v. Contracts under execution/awarded and Performance report of contracts executed (Separate Sheet)
- vi. In case the application has been downloaded from the website, then the application fee of Rs.520/- non-refundable in the form of Demand Draft drawn in favour of "The Director".
- vii. EMD by Demand Draft drawn on any scheduled bank in favour of "The Director, NIT, Trichy" payable at Trichy

Envelope 2 (superscribed "**Financial Bid for travels**") Amount Details (Section III, IV and V)

Section: I

VEHICLES DETAILS

(To be used by the bidders for the submission of bid)

Sl. No.	Vehicle Make	Year of manufacturing	Ownership Details	Insurance Details	Details of pending court cases, if any

Signature of Authorized Official

Seal of the bidder firm

Section: II

STAFF DETAILS

(To be used by the bidders for the submission of bid)

Sl. No.	Name of the staff member	Address of Residence	Educational Qualifications	Driving License Details	Any other relevant details

Signature of Authorized Official

Seal of the bidder firm

Section: III

LEASE AMOUNT DETAILS

(To be used by the bidders for the submission of bid)

1. Name of the work :

2. Specifications confirming with conditions specified in this tender document :

3. Lease amount to be paid to NITT per month (net after deductions, if any) : Rs.5000/- month + electricity and water on actuals

4. Taxes and other charges, if any (Provide complete details) :

5. Other relevant information :
: Having examined the details given in the tender, we hereby agree to the terms and conditions in full and submit our application.

6. Name and address of the firm for placing the work order :

7. Signature of the bidder :

8. Name and designation :

9. Business address :

Place:

Date:

Seal of the bidder firm

Section: IV (i)

VEHICLES RENT AND OTHER ALLOWANCES DETAILS - LOCAL

(To be used by the bidders for the submission of bid)

Sl. No.	Vehicle Description	Guest house to departments Or vice versa (one way)	NIT Campus to Trichy Railway Junction / Central Bus Stand drop	Pick-up from Trichy Railway Junction / Central Bus Stand	NIT Campus to Trichy Airport drop	Pick-up from Trichy Airport	Rent per hour	Rent per Day	Rate per kilometer	Driver Bata
1	Ambassador (Non A/C)									
2	Ambassador (A/C)									
3	Tata Indica (Non A/C)									
4	Tata Indica (A/C)									
5	Toyota Qualis (A/C) (or similar category)									
6	Tempo Traveler (Non A/C)									
7	Tempo Traveler (A/C)									

- i. Rates shall remain firm during the entire contract period. In the case of substantial revision in the fuel prices the rates could be reviewed with the consent of NITT officials at the end of one year. Rates shall be all inclusive rates inclusive of all statutory taxes, levies etc.
- ii In addition to the above mentioned vehicles, the tenderer may furnish the rates for other vehicles.

Seal of the bidder firm

Signature of the Bidder

Section: IV (ii)

VEHICLES RENT AND OTHER ALLOWANCES DETAILS - OUTSTATION

(To be used by the bidders for the submission of bid)

Sl. No.	Vehicle Description	Rent per Day	Rate per kilometer	Driver Bata
1	Ambassador (Non A/C)			
2	Ambassador (A/C)			
3	Tata Indica (Non A/C)			
4	Tata Indica (A/C)			
5	Toyota Qualis (A/C) (or similar category)			
6	Tempo Traveler (Non A/C)			
7	Tempo Traveler (A/C)			

- ii. Rates shall remain firm during the entire contract period. In the case of substantial revision in the fuel prices the rates could be reviewed with the consent of NITT officials at the end of one year. Rates shall be all inclusive rates inclusive of all statutory taxes, levies etc.
- ii In addition to the above mentioned vehicles, the tenderer may furnish the rates for other vehicles.

Seal of the bidder firm

Signature of the Bidder

Section V: Contract Form
[To be provided by the bidder in the business letter head]

{Name of the Supplier's Firm) hereby abide to provide Vehicles with specifications confirming the conditions mentioned in the tender document without any defects and deviations if the work order is awarded.

Service will be rendered to the satisfaction of NIT, Trichy during this period.

Signature of the Bidder :

Name and Designation :

Business Address :

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Place :

Date :

Seal of the Bidder's Firm