

**Tender document to be put in the Tender Box kept in NIOS Regional Centre, Guwahati.**

**Date and Time for submission of sealed Tender: 10<sup>th</sup> October, 2024 to 24<sup>th</sup> October, 2024 up to 5.30 pm.**

**Date & time for opening of the Technical Bid: 11.00 am of 25<sup>th</sup> October, 2024.**

# **National Institute of Open Schooling (NIOS)**

(An Autonomous Organization under Dept. of School Education & Literacy, Ministry of Education, Govt. of India)

## **Regional Centre, Guwahati**

1<sup>st</sup> Floor, Building of Assam Publication Board, Bamunimaidam, Guwahati-781021

### **TENDER FOR PROVIDING COMMERCIAL TAXI SERVICES**

National Institute of Open Schooling (NIOS) is an autonomous organization of the Deptt. of School Education & Literacy, Ministry of Education (MOE), Govt. of India. It provides education opportunities for Secondary and Senior Secondary levels and also for Vocational courses to persons who wish to study further and qualify for a better tomorrow. The mission of NIOS is to provide education to all with special concern for girls and women, rural youths, working men and women, SC and ST, persons with disability and other disadvantaged persons who for one or the other reason could not continue their education with the formal system. NIOS operates through a network of Twenty Two (22) Regional Centres and Three (3) Sub-Regional Centres and about three thousand Accredited Institutions (AIs) commonly known as Study Centres in India. NIOS is the largest open schooling system in the World.

#### **(01) INSTRUCTION TO BIDDERS:**

National Institute of Open Schooling (NIOS) invites sealed tenders from the reputed and experienced Taxi Operators/Agencies for hiring of Commercial Taxi Services in two bid system (TECHNICAL AND FINANCIAL BID) initially for a period of one year which can be extended for a further period of one more year on mutual consent. The proposal must be submitted in two separate envelopes, first one envelop should contain "Technical Bid" appended at Annexure-I, Second one envelop should contain "Financial Bid" after quoting the lowest rates in Annexure-II. Both the envelopes should be sealed properly and submitted in a single cover super scribed 'Tender for providing Commercial Taxi Service' addressed to:

**The Regional Director  
National Institute of Open Schooling (NIOS)  
Regional Centre, Guwahati,  
1<sup>st</sup> Floor, Building of Assam Publication Board,  
Bamunimaidam, Guwahati-781021**

The Tender may be dropped in the sealed tender box meant for the purpose kept at Regional Centre, Guwahati.

**(02) ELIGIBILITY CRITERIA:**

- (i) Agency should be registered under the State Govt. or any other Act as applicable for the trade.
- (ii) Agency should have at least 3 years relevant experience of providing taxi services to various reputed organizations preferably to Government/Public Sector Undertakings/ Autonomous bodies.
- (iii) Agency should have minimum average Annual Turn-over of 10 Lacs per-year during the last 3 years (enclose Annual Turnover Certificate from a Chartered Accountant).
- (iv) Agency should have filed IT returns for the last three Assessment Years.
- (v) Agency should be able to provide required no. of vehicles preferably 05-10 vehicles at a time.

**(03) TERMS & CONDITIONS OF THE CONTRACT:**

**SECURITY DEPOSIT:**

The successful tenderer will have to deposit security deposit of Rs. 10,000/- (Rupees Ten thousand only) by way of Demand Draft drawn in favour of “**Secretary, National Institute of Open Schooling**”, payable at “**Guwahati**” within fortnight after receipt of award letter as interest free security deposit for ensuring good performance and for security purposes which shall be released at the time of expiry/non-renewable of the contract. In case, work is awarded to more than one agency, the amount of Security deposit shall be equally divided amongst agencies which shall have to be deposited by the agencies to NIOS.

**OPENING OF TENDER:**

Technical bid will be opened by the duly constituted Committee on date and time specified above in presence of the tenderers/their authorized representatives who wish to be present. No separate intimation will be sent for this purpose. Financial bid of those tenderers, who have qualified in the Technical bid, will be opened separately in presence of committee members and finalize the agencies to provide vehicle services. The Regional Director, NIOS, reserves the right to accept or reject any or all the offers without assigning any reasons whatsoever. No agency has any right for award of contract on the basis of his tender and rates quoted therein.

## **AWARD OF CONTRACT:**

NIOS shall have the right to award the contract of hiring taxi services to the selected agencies initially for a period of one year which shall be extendable further for a period of one or two more year on the same rates and terms and conditions if their performance is found satisfactory. NIOS shall also have the right to consider award of contract of hiring taxi services to such other agencies which did not participate in the tender process and are interested to provide taxi services to NIOS on the approved rates, if they agree to deposit an amount as asked by NIOS towards security deposit. Rates finalized at the beginning of the contract will remain the same throughout the contract period.

## **PENALTY:**

(i) A penalty of Rs. 500/- per day, per vehicle will be levied on the Taxi operators/ Agencies if the vehicle does not reach in time at the appropriate destination.

(ii) In case of break down, a penalty @ Rs.500/- per day, per vehicle will be levied in addition to proportionately monthly charges on the Taxi Operator/Agency, if it fails to provide taxi service immediately within one hour at the required place and time.

(iii) Taxi Operators/Agencies should be in a position to provide standby taxi within an hour of any breakdown, reported telephonically to them. In case of breakdown of a vehicle supplied, the taxi charges till the point of breakdown shall have to be borne by the Taxi Operators/ Agencies to complete the trip.

(iv) In case suitable replacement stand by taxi/vehicle on any breakdown of taxi supplied does not report on time/does not report at all, the NIOS would have a right to hire a vehicle from the market & the additional cost incurred thereon by NIOS will have to be borne by the Taxi Operators/Agencies.

(v) In case of abnormal irregularities/serious lapses, the matter may be referred to a Committee duly approved by the Competent Authority and decision of the Competent Authority of NIOS in this regard shall be final and binding on the Taxi Operator(s)/ Agencies.

(vi) In the event of default of any of the conditions stipulated therein the tender document. The Security Deposit will be forfeited.

## **PAYMENT:**

The payment will be made on monthly basis on submission of pre-receipted bill duly supported by duty slip(s) and duly signed by the Officials/Officers of NIOS along with details of journey claimed by the agency. In the absence of duty slip along with the bill, no payment shall be made for that bill. No advance payment in any case, would be made to the agency.

## **ARBITRATION:**

(Any dispute between the Taxi Operators) Agencies and his Drivers/employees will be resolved by the agencies without any involvement of NIOS in any manner without prejudice to the rights of NIOS. If any dispute arises between the parties regarding the terms and conditions and within the relation of the contract and execution thereof, the matter shall be referred to an Arbitrators as may be appointed by the Competent Authority of NIOS for arbitration under the Arbitration & Conciliation Act 1996. The Taxi Operators shall not question the decision of the Arbitrators on the ground that the Arbitrators is/are Government Servants. The decision/award of the Arbitrators shall be final and binding on both the parties.

## **PRICES:**

The contract charges include charges of Drivers repair and maintenance of vehicles cost of Petrol/Diesel, insurance of tax etc. and any other incidental expenses. Actual parking charges, toll taxes, entry taxes/interstate for journeys/service taxes will be reimbursed along with the hiring charges claim Bill.

No request for escalation of rates would be entertained for what so ever reasons, during the contract period. The Taxi Operators/ Agencies shall be directly responsible for the wages, which should not be less than minimum wages prescribed by the Government. Provident Fund, Bonus or any other benefits available under the rules shall also be payable to the employees engaged by the Taxi Operators/Agency. NIOS shall not entertain any such claim of persons employed by the Agency.

## **OTHER TERMS AND CONDITION OF CONTRACT: -**

NIOS shall make the payment to the agency on monthly basis after completion of each calendar month. In case, any of the Officer of NIOS reported about unsatisfactory services, appropriate deduction shall be made from the monthly bill. In case, no further improvement is noticed, the services of the taxi Operator/Agency shall be terminated and security deposit shall be forfeited. The Agency shall be debarred for future works by NIOS. A penalty as decided by NIOS may also be imposed in case of any default in service by the Taxi Operator(s)/Agencies.

The Agency shall be responsible for the good conduct and behavior of his employees. The Agency shall have to provide the demand of taxi on his own or by providing taxi through other Agencies.

All requirements under various statutory levies including Contract Labour Act Transport Insurance, Income Tax and Service Tax, etc. must be complied by the Taxi Operator(s)/Agencies. The Agency shall be responsible to pay all tax dues/amount directly as decided by court of law or under the rules, etc. NIOS shall have no concern about such payments. The Agency will also be required to submit an undertaking along with the Technical bid stating that no legal suit/criminal case is pending against its proprietor or any of its Directors for any violation in PF Act/ESI Act/Labour Laws, Road Accidents, Traffic Rules, etc. or having been earlier convicted on the ground of moral turpitude or for violation of any other law and will provide details in case there no any suit / criminal case is pending.

Tax deduction at source (TDS) and other applicable taxes will be deducted from each bill by NIOS. The Agency shall ensure proper and reasonable precautions during performance of their obligations and in the event of any loss being caused to NIOS on account of negligence/dereliction of duties or performance of their obligations by the Agency or the Agency's staff, the Agency shall be liable to indemnify NIOS for such loss out of the insurance cover or otherwise. The Driver/staff deployed by the Agency for driving the vehicles should hold valid commercial driving license and be fit physically and mentally. The Agency shall obtain adequate insurance cover for the vehicle, his staff and all bonafide passengers of the vehicle supplied pursuant to this tender. Further, the Agency shall be responsible for all injuries and accidents to such staff and bonafide passengers during the course of performance of the Agency's obligations pursuant to the tender. All the vehicles supplied to NIOS should be fully comply with vehicle fitness requirement in the West Bengal and all provisions of Motor Vehicles Act. 1988 and rules made there under including other instructions/requirements issued / specified from time to time.

**NOTICE OF TERMINATION OF CONTRACT:**

The services of the Agency can be terminated by NIOS without assigning any reason any time during the period of contract. The services of the Agency can also be terminated without any notice in case of violation of any clause of the contract agreement such as failure to provide required vehicle, poor quality of vehicles, inadequate or untrained manpower provided or any other violation, wages not paid to the workers or paid less than minimum wages applicable under the Act. In case, the Agency wants to discontinue the work, it will have to serve two months clear notice to NIOS for termination of the contract.

**JURISDICTION OF COURTS:**

Any legal disputes will be subject to jurisdiction of Gauhati High Court only.

**5. PRICE SCHEDULE (TO BE UTILIZED BY THE TENDERERS FOR QUOTING THEIR LOWEST RATES)**

The tenderers must quote their lowest rates in the financial bid form appended at Annexure

**Regional Director**

## National Institute of Open Schooling

TECHNICAL BID FOR HIRING OF COMMERCIAL TAXI SERVICES

All Columns should be filled and documents should be enclosed in support of information.

Sl.	Particulars to be given with documentary Proof	Status (to be filled by the Tenderer)
1.	Name of the Agency with Address of Garage	
2.	Name of the Proprietor/ Partners	
3.	Year of incorporation of the Company (With Attested copy of the certificate of Registration)	
4.	No. of Taxi available with the Agency	
5.	Whether possessing Latest RTO clearance/Permission from govt. (Attach a copy)	
6.	Whether working with any of the Government/semi-government undertaking/ as approved supplier and if so furnish details.	
7.	PAN/TAN/TIN/GST No.	
8.	Annual Turnover (in rupees) of last 3 years with attested copy	Yr 2021-22:
		Yr 2022-23:
		Yr 2023-24:
9.	Details of cost of tender documents being submitted herewith	
<p><b>Undertaking:</b></p> <p>I/We submit an undertaking that no legal suit/criminal case is pending against me/us or any of my/our Directors for any violation in PF Act/ESI Act/Labour Laws, Road Accidents, Traffic Rules, etc. or having been earlier convicted on the ground of moral turpitude or for violation of any other law. There is no any suit/criminal case is pending against me/us. If so, please provide complete details of the legal suit/criminal case.</p>		

**Signature of the Authorized Signatory  
with Seal of the Agency**

## National Institute of Open Schooling

FINANCIAL BID FOR HIRING OF COMMERCIAL TAXI SERVICES

**The Regional Director  
Regional Centre, Guwahati  
National Institute of Open Schooling  
1<sup>st</sup> Floor, Building of Assam Publication Board  
Bamunimaidam, Guwahati – 781021 (Assam).**

Sir,

With reference to your open tender, I/we have gone through the terms and conditions as enumerated in the tender document for providing of Commercial Taxi services and undertake that I/we agree to abide by the terms and conditions contained therein. I/we quote lowest rates towards supply of vehicle(s) as under:

Type of Vehicle	Rate for 10 Hours/100 Km	Rate for Extra Km (Per Km)	Rate for Extra Hour (Per Hour)	Night Charges for outside duty	Any other charges
INNOVA/ SCORPIO/ ERTIGA/ CHEVORLET ENJOY/ANY OTHER SIMILAR 7 SEATER SUVs					
SWIFT DEZIRE/ EVO/ TATA ZEST or SIMILAR VEHICLE					

The K.M./Hr. shall be calculated from the office of RC, NIOS, Guwahati. If the taxi is required to report other than the office of NIOS then the K.M./Hr. shall be calculated from NIOS, RC, ONLY.

We undertake that on successful of quotation we will deposit an amount of Rs.10,000/- through Bank Draft before award of the contract.

We also accept the terms and conditions as stipulated in the Annexure-III for the award of contract for providing the cars/taxi in Regional Centre, Guwahati NIOS.

(Signature of the Tenderer/Authorized Signatory)

Name of the Tenderer \_\_\_\_\_

Name of the Agency \_\_\_\_\_

Mobile No. \_\_\_\_\_

**Terms and conditions for the award of contract for providing the cars/taxi in  
Regional Centre, Guwahati NIOS**

1. **Period of contract:** The contract will be valid for one year from the date of award of contract and extendable for one year by mutual consent of the parties. No request of hike in approved rates for supply of taxis will be entertained during the period of contact for any other reason what so ever except in case of force measure circumstances.
2. The vehicles provided should be authorized to be used as taxis and should have proper permission of the areas to be traveled in North East and around Guwahati.
3. The Contractor should be able to provide Taxis at a short notice.
4. The drives engaged in the Taxis should have valid driving license to operate the taxi, issued by the Transport Authorities Other necessary certificates like Road. Tax clearance, Pollution Certificate etc. should be in existence for all vehicles quoted.
5. The drivers should always be in the uniform as may be provided by the agency with mobile phones and should be well mannered.
6. The Vehicles on duty shall have to be kept in clean condition. The seat should be comfortable. The seats shall always be covered with neat and good quality seat covers.
7. The Department reserves the right to terminate the contract without assigning any reason by giving the contractor one calendar month notice of its intention to do so.
8. **Penalty Clause:** In the event of Contractor failing to execute the work i.e. supply of Taxis on hire basis at any time to the full satisfaction of the Department, the Competent Authority reserves the right to cancel the contract or withhold the payment due to contractor in part or full and to forfeit the Performance Security deposited.
9. If on any occasion it is found that the driver of any vehicles has made wrong entries in the duty slips relating to time and kilometer reading of start or closing of duty/ journey the contractor shall be responsible for the same. The office reserves the right to with hold full payment of the day in respect of such vehicle.
10. For each and every vehicle, the driver is required to maintain a log-book i.e. details of various journeys performed during the day since morning till last duty separately and all the entries be got attested from the users. The log book will have to be shown and submit to the department for verification at the time of submission of the bill in each month.
11. NIOS will not be responsible for any challan, loss, damage or accident to the vehicle or to any other third party claim on account of such loss or damage or any legal expenses connected herewith. The same will be borne by the Agency/Transporter. The vehicle should also be fully insured including passenger. The agency should have latest RTO clearance certificate, valid comprehensive insurance policy including passengers valid registration pollution control etc.
12. The successful bidder will have to deposit a Performance Guarantee/Security Deposit of Rs.10,000/- in the form of Bank Draft in favour of the Secretary, NIOS payable in Guwahati for a period of 15 months before the award of work towards faithful performance of the contract. No interest will be paid on Performance Guarantee/Security Deposit.
13. **Payment:** The payment will be made on monthly basis on submission of pre-receipted bill duly supported by duty slip(s) duly signed by the Officials/Officers of NIOS using the vehicle along with the full details of journey claimed by the agency. In the absence above, NIOS will have the rights to reduce the K.M. in the bill.
14. Decision of Competent Authority of the Department regarding acceptance or rejection of a tender will be final and binding.

(Signature of the Tenderer/Authorized Signatory)

Name of the Tenderer \_\_\_\_\_  
Name of the Agency \_\_\_\_\_  
Mobile No. \_\_\_\_\_