

### TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

#### TENDER DOCUMENT FOR HIRING OF VEHICLE FOR OFFICE PURPOSE FOR THE YEAR 2022

1.	ADVERTISED ON	•	28/02/2022.
2.	PRE-BID MEETING ON	:	11/03/2022 at 11.00 A.M.
3.	LAST DATE & TIME FOR SUBMISSION OF TENDER	•	30/03/2022 upto 2.30 P.M
4.	DATE & TIME OF OPENING OF TENDERS	•	30/03/2022 at 3.00 P.M.

## TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION EVK SAMPATH MAALIGAI, D.P.I. Campus

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# TENDER DOCUMENT FOR

### HIRING OF VEHICLES FOR OFFICE PURPOSE FOR THE YEAR 2022

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#### TENDER FOR HIRING OF VEHICLE FOR OFFICE PURPOSE

Tamil Nadu Textbook and Educational Services Corporation, Chennai invites Sealed Tenders under single cover system from reputed Firms / Companies engaged in rendering services for hiring of / Tata Indica / Tata Indigo / Swift Dzire / Toyota Etios or equivalent (not older than 2018 model) with R.T.O. registration as a "Tourist Vehicle" in excellent condition for use of its Officer(s) for a period of 11 months preferably having expertise and extensive experience in Tamil Nadu Government organizations and bodies herein after referred as 'The Vendor' and having a minimum of three year experience in this field.

The details are as under :-

#### I. TENDER PROCESS

1. The present Tender is for submission of Technical Bid and Commercial Bid along with copies of necessary documents for supply of vehicle in office of the Tamil Nadu Textbook and Educational Services Corporation, Chennai. The bids may be submitted in the pro-forma prescribed in Annexure-1 and the Price Bid may be submitted as per proforma prescribed in Annexure-2 complete in all respects. The last date for submission of bids is 30/03/ 2022 at 2.30 p.m. The tender form in the pro-forma prescribed in Annexures-1 & 2 complete in all respects shall be submitted in sealed covers addressed to the Tamil Nadu Textbook and Educational Services Corporation, Chennai. The sealed covers should be superscribed with "Supply of vehicle to office of the Tamil Nadu Textbook and Educational Services Corporation, Chennai".

#### 2. BID VALIDITY

- **2.1.** Bid shall remain valid for a period of **Ninety days (90days)** after the deadline date for bid submission specified. A bid valid for a shorter period shall be rejected by the Corporation as non-responsive.
- **2.2.** In exceptional circumstances, the Managing Director of this Corporation may ask the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or e-mail. A bidder may refuse the request without forfeiting their bid security (EMD). A bidder agreeing to the request will not be required or permitted to modify their bid, but will be required to extend the validity of their bid security for the period of extension.

#### 3. EARNEST MONEY DEPOSIT (EMD)

- **3.1.** An Earnest Money Deposit of **Rs.20,000/-** (**Rupees Twenty Thousand only**) shall be paid along with the Technical Bid by way of Demand Draft / Banker's Cheque obtained from a Nationalized / Scheduled Bank drawn in favour of **Tamil Nadu Textbook** and **Educational Services Corporation**, **Chennai-6** payable at Chennai. As per the provision under Rule 14(1) of Tamil Nadu Transparency in Tender Rules 2000 any category of tenderers specifically exempted by the Government from the payment of EMD are not required to make the deposit along with the bid. Necessary proof for exempting EMD should be enclosed.
- **3.2.** The amount of the Earnest Money Deposit submitted by the unsuccessful Tenderers will be returned through ECS mode to Bank account mentioned in the Profile of the Tenderer, after the award of the Contract pursuant to the selection of the successful Tenderer. The Earnest Money Deposit amount held by the Corporation will not fetch any interest till it is refunded to the unsuccessful Tenderers.
- **3.3.** The Earnest Money Deposit amount of the successful Tenderer(s) can be adjusted against the Security Deposit (SD) payable for ensuring successful execution of the Contract.
- **3.4.** Any tender not accompanied by Demand Draft / Banker's Cheque towards Earnest Money Deposit as in Sub-Clause (1) above shall be summarily rejected by the Corporation. If any tenderer claims exemption of EMD, necessary document for such exemption should be enclosed, failing which the tenderer will be summarily rejected.

- 3.5. The Earnest Money Deposit amount shall be forfeited.
  - (a) If a Tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document.
  - (b) In the case of a successful Bidder, if the he / she fails to sign the agreement or to remit the Security Deposit within the specified time limit.
- **3.6.** Further the Corporation will blacklist the Successful Tenderer without prejudice to any action that may be taken against the Successful Tenderer, in addition to Tender clause 3.5.

#### 4. Payment of Security Deposit (SD):

- 4.1. The Successful Tenderer shall be required to furnish Security Deposit equivalent to 5% (Five percent) of the value of the purchase order as a guarantee for the performance of the Contract. The EMD will be adjusted against the Security Deposit. After adjusting the EMD, the successful Tenderer shall pay the balance amount through Demand Draft within 7 days from the date of issue of Letter of Acceptance. The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled Banks drawn in favour of Tamil Nadu Textbook and Educational Services Corporation, Chennai 600 006 payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for 24 months. Failure of the successful bidder to furnish the security deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. Exemption from payment of Security Deposit will not be allowed under any circumstances.
- **4.2.** The Security Deposit shall be released to the successful Tenderer after the performance of the Contract in full without deficiency or default and to the entire satisfaction of the Tamil Nadu Textbook and Educational Services Corporation and on completion of the warranty period of 6 months post supply. The Security Deposit so held by the Corporation, shall not earn any interest till it is released to the Successful Tenderer. The release of the Security Deposit is subject to the forfeiture clauses in the Tender Document.
- **4.3.** The Security Deposit shall be forfeited if the Successful Tenderer fails to execute the agreement within the stipulated time or fails to perform the contract or part of the contract. The Security Deposit shall also be liable for forfeiture for violation of any of the tender conditions or for the failure to supply the ordered quantity of goods in full properly and promptly.

- **5. Submission of Documents:** The bidder shall submit bids as per formats and copies of documents prescribed in **Annexure-1 & 2** along with application form duly filled and signed as per **Annexure-3.** The bidder should submit bids along with copy of all the required documents including the DD/Banker's cheque of EMD. The Bids will be opened on **30/03/2022 at 3.00p.m** by the **Tender Scrutiny committee** in the presence of bidders in office of the Tamil Nadu Textbook and Educational Services Corporation, Chennai.
- **6.** Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.
- **7.** Prior to the detailed evaluation of bids, the Corporation will determine whether each Bid (a) meets the eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirement of the Bidding documents.
- **8.** The Managing Director of this Corporation may extend the validity period on the same terms and conditions with same rate.
- **9.** Incomplete bid documents shall be rejected. Late submission of bids shall not be accepted.

#### II. PRE-QUALIFICATION CONDITIONS

The bidders fulfilling the following criteria are eligible to bid for tender.

- 1. The Vendor should have (i) valid Permanent Account Number (PAN), (ii) GST registration No. and should be able to produce the copy / documentary evidence of the same.
- 2. The bidder shall have experience of minimum 3 years in the similar field. The documentary evidence for each of the above should be enclosed along with self attested performance letter.
- The Bidder should have their registered office in Chennai.
   Note: The bid should include copy of all the necessary documentary evidence in support of all the conditions mentioned.

#### **III. STANDARD TERMS AND CONDITIONS**

- 1) Initially the contract will be valid for a period of eleven months from the date of award of contract.
- 2) The rates are all inclusive and are including the cost of rental, fuel, maintenance, Drivers' salary and allowances, overtime allowance and all taxes, etc. The rate should be quoted for 100 kms per day per vehicle.

- 3) The Contractor shall have to comply with the relevant laws and rules issued from time to time relating to the business and pay due taxes to the concerned Government agencies. The user office will not be responsible for any lapse on the part of the contractor for the period of the contract.
- 4) The driver of the car should have a valid driving license, having an experience of at least three years and should be familiar with the city roads. The driver should be neatly dressed up with clean uniform with Id card with photo and well mannered.
- 5) The Driver put on the job by the contractor must always possess all statutory documents such as valid driving licence, registration papers, road tax paid receipts, interstate permits etc., as per the Tamil Nadu Motor Vehicles Act & Rules.
- 6) The driver provided with the vehicle must be physically/medically fit, professionally and legally competent in all respects.
- 7) The rate quoted shall be inclusive of thefollowing:
  - a. All maintenance expenditure of vehicle i.e. major and minor repairs required for good running of vehicles, all consumables like lubricants, break oil, mobile oil, etc. and fuel i.e. diesel/petrol will be provided at the cost of the contractor;
  - b. The driver's salary, over time allowances, all types of taxes and fees payable to RTO:
  - c. Any other charges required for execution of this contract;
- 8) The Driver(s) will be required to work for 12hrs from 9.00 a.m to 9.00 p.m per day.
- 9) The driver of the vehicle should have a mobile phone and shall be contactable by the officer 24x7.
- 10) Driver's Salary, Overtime, TA, DA, Allowances during the City Travel and outstation period will be entirely paid by the contractor.
- 11) The car and the driver deployed will not be changed except with the prior consent of the user office or if the office so desires.
- 12) The contractor shall supply the vehicle in perfect good condition and vehicle shall be properly maintained throughout the period of validity of the contract so as to ensure satisfactory service under the contract. The user office shall have the right to reject the vehicle if not found satisfactory.
- 13) Similarly, if a driver is not suitable, the user office shall have right to ask for another driver. Similarly, if the driver is absent, an alternative good driver will have to given or not found suitable will have to be substituted for use.
- 14) The vehicle shall not be older than 2018 model.

- 15) In case the car is not made available on any particular day, the user office will be at liberty to hire vehicle from any other source at the expenses of the Contractor. A penalty of Rs.500/- per occasion will be levied and the expenditure incurred by the officer on making alternative arrangement will also be recovered from the contractor in addition to non- payment for the day on pro-rata basis.
- 16) In case the driver reports for duty after 20 minutes beyond the scheduled time, a penalty of Rs.300/- would be levied which will be deducted from the bill. In case the driver with the vehicle fails to report at the required time/place and the officer has to make alternative arrangement of his/her own, deduction of the charges paid for the arranged vehicle will be made from the bills of the firm and a penalty of Rs.250/- per occasion will be imposed for the failure on the part of the contractor.
- 17) Additional penalty can also be imposed if the contractor violates any of the terms and conditions of the contract:

Driver deployed for the vehicle should be fixed. Frequent change of the driver, posting untrained /inexperienced or indiscipline driver, not providing mobile phone with the driver improper maintenance of the vehicle / inadequate fuel in the vehicle / unclean vehicle etc. will be considered as unsatisfactory service on the part of contractor for which penalty of Rs.250 will be levied per occasion. Frequent violation of this nature will render the contract liable for termination.

If the vehicle fails during the trip due to technical failure, insufficient fuel or any other reason and the contractor does not provide an alternative arrangement within half-an hour, a penalty of Rs.500/- will be imposed for the day in addition to deduction of a day's charge on pro-rata basis and also the actual charges incurred by the user for transportation of the officer for that day.

- 18) The mileage for use of the vehicle will start from the place where the driver is scheduled to report for duty and shall also end at the place where he drops the officer Corporation is not liable to pay additional charges for any contingencies after the vehicle is relieved by the officer.
- 19) The vehicle should be registered as "Tourist vehicle" with RTO and a copy of RC book, valid insurance and PUC should be submitted to this office.
- 20) The agency must have a 24 hours working telephone system so that the requirement of cars can be met at short notice at odd hours / holidays.

- 21) The user office reserves the right to cancel the contract at any time by giving 15 days notice without assigning any reason. The service provider will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for services already performed in terms of the contract, the same would be paid to him as per the contract terms. In case of any dispute, the decision of the Corporation shall be final.
- 22) The user office shall not be responsible for damages of any kind for any mishap /accident/ injury caused to the car(s) / driver(s) while performing duty for the user office. All liabilities legal or monetary shall be borne by the firm.
- 23) The security deposit will be refunded only after the satisfactory expiry of the contract. The payment of hiring charges will be made on monthly basis. The bills would be submitted in the following month.
- 24) If at any point of time, it is anticipated that there is no requirement of vehicle for use for a period of one month or more, the same will be conveyed to you 15 days in advance. During this entire period, vehicle as well as driver will be at your disposal. The user office reserves the rights to increase or decrease the number of vehicles hired at any point of time. It should be ensured that the vehicle is properly serviced while reporting at the office and mileage is recorded while reporting and relieving from the duty.
- 25) The vehicle deployed on the job should be fit in all respects for operation in accordance with the prevailing Motor Vehicles Act and Rules, amended from time to time and their relevant valid RTO documents like RC book, insurance certificate, fitness certificate etc. must be available with taxes, levies fees etc. paid upto date. The contractor shall be exclusively and solely responsible for any lapse in this regard and the user office stands completely indemnified by the contractor against such defaults.
- 26) The contractor shall be liable to honour Central and State Govt. laws, statutory rules, regulations, notifications like legislation, local self govt/Municipal requirements, etc and shall be solely responsible for any breach thereof. The user office stands indemnified against and penalty / prosecutions consequent to the violations (deliberate or inadvertent) by the contractor or his employees, representatives etc. of such statutory provisions in force.

- 27) The contractor shall indemnify the user office against any or all claims, which may arise under the motor vehicles Act or Workman's compensation Act or any other act statute having bearing over the services and for engagement of workmen, directly or indirectly for performance of work under the contract.
- 28) The contractor shall indemnify the user office and its employees against any penalties as PRINCIPAL EMPLOYER, for any failure on his part to honour various Central/State Government laws/enactments.
- 29) In case the actual run is less than 100 km per day, the shortfall shall be adjusted against the excess kms in a day during the same or subsequent month.
- 30) The vehicle shall be parked in the custody of the office for as long as the office is using it.

#### 31) Inspection Registers and Records

The contractor shall maintain accurate records, showing the dates and mileage covered on daily basis in register/log book and will obtain signature on every day basis. Following registers will be maintained by the contractor.

#### i. Log Book Register:

The progress of daily work i.e. distance travelled by vehicle of the contractor shall be maintained by the office. In case of non-availability of the vehicle/driver on any day, the same will be recorded in the register. The register will be reconciled by the user office at the end of every month with these entries in logbook and payment will be made on the basis of the same.

#### ii. Labour Register:

This register will be maintained by the user office to show daily presence of the vehicle driver employed by the contractor.

32) Any further amendment to the tender notice or corrigendum/extension will not be published in the newspaper and the bidders are requested to refer to the website <a href="https://www.textbookcorp.in/">https://www.textbookcorp.in/</a>

#### Check List for Bidders:-

- 1. EMD Fee of Rs.20,000/-
- 2. Annexure 1 (Technical Bid] with all documentary evidence)
- 3. Annexure 2 [Price Bid]
- 4. Annexure 3 [Application Form]

#### Tamil Nadu Textbook and Educational Services Corporation, Chennai.

#### **Annexure-1**

#### **TECHNICAL BID**

For Hiring of vehicle in Office of the Tamil Nadu Textbook and Educational Services Corporation, Chennai.

#### Name of the Contractor:

SI. No.	Particulars	Details
1	EMD of Rs.20,000/- OR copy of registration with NSIC / SSI for exemption, if any	
2	Self attested Copy of PAN	
3	Self attested Copy of GST Registration	
4	Work experience for such work (self attested copy to be enclosed)	
5	Address of registered office in Chennai	

#### Note:

- 1. Self attested Photo copies of above proof should be attached.
- 2. Originals should be available for verification at the time of opening tender.

## Tamil Nadu Textbook and Educational Services Corporation, Chennai. Annexure-2

#### PRICE BID FOR HIRING OF VEHICLES

**NAME AND MODEL OF THE VEHILCE**: Tata Indica / Tata Indigo / Swift Dzire / Toyota Etios or equivalent.

Details	RATES (100 km per day per vehicle)			
	Rate per day per vehicle	Rate for extra kilometer per vehicle	Rate for extra hour (beyond 12 hours)	
Basic Rate				
GST				
Total				

<sup>\*</sup>Rate per day value will be taken in to account for arriving L1.

#### **Annexure-3**

#### Letter of the Tenderer

(Application Form)

To.

The Member Secretary,
Tamil Nadu Textbook and Educational Services Corporation,
68, E.V.K. Sampath Maaligai,
D.P.I. Campus, College Road,
Chennai, Tamil Nadu – 600006.

Madam / Sir,

- I / We hereby accept the terms and conditions mentioned in the Tender No.13412/A2/2020 for hiring of vehicle in office of Tamil Nadu Textbook and Educational Services Corporation, Chennai.
- I / We agree that the offer shall remain open for acceptance for a minimum period of eleven months from the date fixed for opening the tender and thereafter till it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tender and sent by registered post or delivered at the office of such authority.

Demand draft for Rs.20,000/- payable at Chennai in favour of "Tamil Nadu Textbook and Educational Services Corporation, Chennai" towards the earnest money is /are enclosed.

I / We understand that, the amount of earnest money will not bear interest and shall be liable to be forfeited to the Government if I/we fail (i) to keep the offer open for the period mentioned above and (ii) if this offer is accepted, fail to sign and complete the contract documents as required by the TNTB&ESC, Chennai or furnish the security deposit as specified under terms and conditions of the contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

Date:	
Full Address: Name in block letters.	
Telephone No's:	
Fax No:	
Email address:	

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TNTB&ESC. Chennai -6.