



National Institute of Open Schooling (NIOS)

(An Autonomous Institution under Ministry of Education, Govt. of India)

Regional Centre – Hyderabad, IV Floor, Sri Krishnadevaraya Telugu Bhasha Nilayam,
Sulthan Bazar, Koti, Hyderabad – 500001.

**INVITATION OF BIDS FOR SEALED TENDER FOR EMPANELMENT OF AGENCIES
FOR HIRING NON-AC/AC COMMERCIAL VEHICLE**

National Institute of Open Schooling (NIOS) is an autonomous institution under the Deptt. of School Education & Literacy, Ministry of Education, Govt. of India. It provides education through distance mode upto pre degree level i.e. for Secondary and Senior Secondary levels and also for Vocational courses. NIOS conducts two examinations in a year, it requires taxi Services off and on for its official works.

The Tender documents containing detailed terms and conditions can be downloaded from the NIOS Regional Centre website <https://niosrhyderabad.ac.in/>

Schedule of Tender

Last date of Bid Submission completed in all respect	05/04/2022 (16.00 Hrs.)
Address where the Tenders are to be submitted for opening	Regional Centre- Hyderabad, NIOS, IV Floor, Sri Krishnadevaraya Telugu Bhasha Nilayam, Sulthan Bazar, Koti, Hyderabad – 500001.
Date, Time and venue of opening of Technical bids	Technical Bid will be opened on 05/04/2022 at 16.30 Hrs at the address mentioned above.
Financial bids of eligible firms/agency	Date of opening of Financial Bid of technically qualified firms will be intimated later on.

01 INSTRUCTIONS TO BIDDERS:

- (i) National Institute of Open Schooling (NIOS) invites sealed tenders from reputed, experienced and financially sound Tour & Travels firms/Agencies located in

Hyderabad for empanelment for hiring of different types of Commercial vehicles like Swift Dzire/Toyota Etios/SX4/Indigo/Accent/Innova/Wagon R/(AC/Non AC) Diesel/Petrol/CNG driven/ on as and when required basis initially for a period of one year in two bid system (Technical & Financial Bid). The term of contract can be extended for a further period of two more years on year to year basis subject to satisfactory performance. The proposal must be submitted in two separate envelopes, first envelop should contain “Technical bid” at Annexure–I along with EMD of Rs. 5,000/- (Rupees Five Thousand Only) in the shape of Demand Draft of any Nationalized Bank in favour of Secretary, NIOS payable at Hyderabad along with all supporting documents for Technical qualification of the firm/agency and second envelop should contain “Financial Bid” at Annexure-II and clearly marked so on the cover/envelope respectively. Both the envelope should be sealed properly and submitted in a bigger single cover superscribed “Tender document for empanelment of agencies for hiring NON-AC/ AC Commercial Vehicle” for NIOS, Regional Centre Hyderabad addressed to:

The Regional Director,
Regional Centre,
National Institute of Open schooling (NIOS)
IV Floor, Sri Krishnadevaraya Telugu Bhasha Nilayam,
Sulthan Bazar, Koti,Hyderabad – 500001.

The Tender may be dropped in the sealed tender box meant for the purpose kept at Security point, Regional Centre, National Institute of Open schooling (NIOS), IV Floor, Sri Krishnadevaraya Telugu Bhasha Nilayam, Sulthan Bazar, Koti, Hyderabad – 500001 on or before last date of bid submission.

The tender document can be downloaded free of cost from the website of NIOS RC Hyderabad i.e. <https://niosrhyderabad.ac.in/> as well as from Central Public Procurement Portal i.e. www.eprocure.gov.in

The tender document can also be obtained free of cost from the Security Point. Regional Director, Regional Centre, National Institute of Open Schooling, IV Floor, Sri Krishnadevaraya Telugu Bhasha Nilayam, Sulthan Bazar, Koti, Hyderabad – 500001 on written request from the agency on its letter head.

- (i) **The EMD of the successful tenderer will be retained for the period upto the deposit of performance Security deposit and thereafter on the request of bidder EMD will be refunded without any interest** and the EMD of unsuccessful tenderer shall be returned by NIOS in due course of time.
- (ii) The intending tenderers may note that the **Financial Bids of only those bidders shall be opened who qualify in the Technical Bid. In the absence of EMD the technical bid will not be considered and summarily be rejected for financial bid.**
- (iii) Bid shall remain valid for 90 days beyond the closing date of the tender. In no case should there be any change in the format of Technical and Financial Bid. Please note that the bids submitted in the pro-forma other than the pro-forma provided for the purpose, will be rejected summarily.

02 SCOPE OF WORK:

NIOS, Regional Centre - Hyderabad requires commercial vehicles on hire basis from the Taxi Operators/Agencies for the Official use for its Officers as well as for conduct/supervision of

public examinations, outside Experts who are called to attend Meetings, Seminars, Workshops, etc. Only reputed, experienced and financially sound Tours & Travels firm /Agencies having experience in the tours and travel business and competent to provide requisite numbers of commercial vehicles are required to apply. The type/make of vehicle to be hired shall be at the sole discretion of NIOS, RC- Hyderabad. The firm should possess commercial vehicle of any type i.e. Swift Dzire/Toyota Etios/SX4/Indigo/Accent/Wagon R/ Innova which may be registered in the name of bidding firm or in the name of bidding firm's owner.

NIOS, Regional Centre - Hyderabad proposes to create panel of transporters to provide commercial vehicles for the use of Office of the NIOS, RC- Hyderabad through open tender and herewith invite tenders under two bid system in sealed covers from reputed, experienced and financially sound Tours & Travels firm/Agencies. Of these, lowest rate received in each will be picked up and after due approval will be offered to all technically qualified Firm/Agency in panel.

Vehicles will be hired by NIOS, RC - Hyderabad as per actual requirement irrespective of day and night. Area of field duty will be throughout Hyderabad and all over Andhra Pradesh. Taxi Operators/Agencies will ensure that taxes, if any, must be paid for the vehicle being sent to adjoining areas and out station for NIOS. There is no commitment from the NIOS, RC- Hyderabad regarding the number of vehicles to be hired or minimum kms. to be run in case it is hired.

The vehicle should report to the place of requirement as per directions of the NIOS, RC- Hyderabad. There will be no dead mileage. The kilometer for the purpose of 'vehicle run' and 'hours of duty' shall be reckoned from the point of reporting for duty and to the point of vehicle released. No mileage will be allowed to Drivers for lunch/breakfast or for drawal of petrol/diesel/CNG, etc.

03 ELIGIBILITY CRITERIA:

1. The Bidder should be a bonafide firm/ company registered under relevant law/rules of the Government and the bidder must have Commercial Taxis registered in the name of firm/owner.
2. The firm/ company should be registered with GST authority.
3. The firm should have atleast average annual turnover of Rs. 3 Lakhs per annum during 2019-20 and 2020-21. Documents in support of turnover (along with Income Tax & Service Tax Returns, GST of the relevant years) are to be enclosed with the technical tender.
4. The firm should have such experience of having successfully completed similar works mentioned in para one of Terms and Conditions during last 2 years.

04 TERMS & CONDITIONS OF THE CONTRACT:

- 1) Definition of similar work: The words "Similar Work" shall mean the experience in providing commercial vehicles to Govt. Departments/ Public Sector Undertakings/ Companies.
The NIOS may require commercial vehicles on as and when required basis. However, the demand may vary from time to time particularly the demand of vehicles may increase at the time of Public exam and workshop/Seminar/meeting etc.
- 2) The commercial vehicles like Dzire/Indica/Wagon R/ i10/Innova may be required. The number of vehicle may increase or decrease at the discretion and strict requirement of the NIOS, Regional Centre (RC). The type/make or vehicle to be hired will be the sole discretion and need of the NIOS, Regional Centre (RC).
- 3) Tender document should be filled properly, signed and stamped wherever asked.

- 4) The garage of the firm should be located within a periphery of 10 Kms radius in Hyderabad covering all the areas of Hyderabad.
- 5) The contracting firm will be solely responsible for strict compliance of all the Rules and Regulations notified by Govt. of Andhra Pradesh or other Government agencies from time to time for plying of commercial vehicles.
- 6) There will be no dead mileage. The kilometerage for the purpose of “vehicle run” and “hours of duty” shall be reckoned from the point of reporting for duty to the point of vehicle released. No mileage will be allowed to drivers for lunch/breakfast or for drawl of petrol/diesel/CNG etc.
- 7) The commercial vehicles should be in perfect working condition and should be well maintained during the contract period. None of the commercial vehicles supplied should be registered prior to 2015. Bids must be accompanied with copies of RCs of commercial vehicles of required class only.
- 8) The firm should have 2 years of experience in tours and travel business in providing commercial vehicle in the Government Sector/ PSUs and Companies and should have an annual minimum turnover of Rs. 3 Lakhs or more for the last 2 years. Experience and performance certificate from firms the transporter has worked, should be enclosed along-with the Technical bid of tender documents.
- 9) The firm should possess any commercial vehicles i.e. Dzire/Indica/Wagon R/ i10/Innova which may be registered in the name of the bidding firm or in the name of bidding firms’s owner.
- 10) The commercial vehicles provided should be in excellent condition mechanically as well as get-up wise i.e. outer body/ upholstery etc. should be decent looking.
- 11) The owner/firm should be in a position to provide commercial vehicles on short notice as and when needed.
- 12) The drivers of the commercial vehicles should be professional drivers and should be fully conversant with the routes of Hyderabad especially outside Hyderabad and surrounding areas and should possess valid driving license to drive the commercial vehicles in their names. The drivers will always be decently dressed in uniform and courteous. The Drivers must be proficient in speaking local languages, well mannered, courteous with proven integrity, healthy personal habits and should always carry a mobile phone with him. Drivers not found upto the mark as per above condition or in the event of misbehavior on the part of drivers, the NIOS may impose penalty as deemed fit on the firm.
- 13) The owner/firm should be in a position to provide standby vehicle in case of any breakdown.
- 14) All expenses will have to be borne by the firm in case of breakdown of the vehicle provided. Immediate replacement of the breakdown vehicle will have to be provided.
- 15) In case a vehicle is requisitioned and the same does not reach at the appointed time and juncture, the NIOS will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending Bills/Security etc. Besides, a penalty of Rs. 500/- would be imposed for every such lapse.
- 16) The owner/firm should be available round the clock on his own direct telephone/mobile (office as well as residence) so as to respond to the call for taxis in emergent cases. The firm should also be able to provide commercial vehicles on Saturday/Sunday & Holiday, as per the requirement.
- 17) All the charges towards repair/servicing, salary of the Driver, Petrol/Diesel/CNG/ Road Tax/Registration Tax expenses, any other incidental expenses on operations & Maintenance of the hired vehicle would be borne by the firm.
- 18) The vehicle would be insured in all respects by the firm. In case of any accident or theft etc. all the claims arising out of it will be met by the agency and NIOS shall not be liable in any matter whatsoever.
- 19) The vehicle with the driver would be placed at the disposal of NIOS as and when required. NIOS would be free to use the hired commercial taxi in any manner for carrying officials,

- material etc. as per its requirements and the firm will not have any objection to it.
- 20) Jurisdiction for legal disputes, if any arising during the currency of the contract, will be settled in Hyderabad courts only.
 - 21) Bidder may quote their unconditional rates strictly in the prescribed proforma for Financial bids.
 - 22) No advance payment, in any case, would be made to the firm.
 - 23) The firm will obtain the duty slips every day duly signed by the user or will maintain the log book on daily basis as the case may be, duly signed by the users concerned.
 - 24) The Bills along with signed duty slips or copies of the log book signed by the officers for hiring of vehicles would be submitted in the first week of the following month after the completion of the month for payment.
 - 25) The tender has to be accompanied by an Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousand Only) in the form of a Demand Draft from any commercial bank in an acceptable form in favour of the Secretary, NIOS, payable at Hyderabad. The successful bidder will have to deposit with the Performance Security Deposit of **Rs.10,000/- (Rupees Ten thousand Only)** to NIOS Regional Centre (RC)- Hyderabad, in the form of Account Payee Demand Draft/Fixed deposit/Bank Guarantee from any commercial bank in an acceptable form in favour of the Secretary, NIOS, payable at Hyderabad for the due fulfillment of the contractual obligations which is refundable without any interest on termination of the contract after deducting any penalty/ any liability of any kind imposed by NIOS on account of unsatisfactory services.
 - 26) The EMD will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violate any other terms & conditions or the tender.
 - 27) The NIOS reserves the right to accept/reject any bid and to cancel the bidding process/contract at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability and assigning any reasons whatsoever.
 - 28) Requirement for taxi may decrease or increase and NIOS is not bound to give any minimum guaranteed services to taxi operators so empanelled in NIOS RC- Hyderabad.

OPENING OF TENDER:

Technical bid will be opened by the duly constituted Committee appointed in this behalf on date and time specified above in presence of the tenderer/their authorized representatives who wish to be present. No separate intimation will be sent for this purpose. Financial bid of those tenders, who have qualified in the Technical bid, will be opened separately and date of opening will be informed to the commercial tenderers accordingly.

The Regional Director, NIOS, reserves the right to accept or reject any or all the offers without assigning any reasons whatsoever. No agency shall have any right to claim 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 of commercial taxi services to the selected agency(s) initially for a period of one year which shall be extendable further for a period of two more years on year to year basis on the same rates and terms and conditions if performance of the contractor is found to be satisfactory. However, firm will make request in writing for extending the period of the contract before expiry of the existing contract period.

NIOS shall also have the right to consider award of contract of hiring of commercial taxi services to such other agencies which did not participate in the tender process and are interested to provide taxi services to RC NIOS on the approved RC NIOS rates and terms & conditions. A request can be made to NIOS RC-Hyderabad alongwith Security deposit of **Rs. 10,000/-**

(Rupees: Ten thousand Only) of any Nationalized Scheduled Bank subject to fulfillment of eligibility conditions as laid down in the tender documents and Technical bid proforma.

Rates finalized at the beginning of the contract shall remain in force throughout the contract period.

PENALTY:

- i. In case of delay in reporting, a penalty of Rs. 50/- per 15 minutes delay shall be imposed.
- ii. A penalty of Rs. 500/- per day per vehicle may be levied if any vehicle fails to meet the above terms and conditions on any day. Commercial taxis provided by the firm will be regularly inspected by nominated officers for the purpose and in case of non-compliance of any of the conditions, if brought to the notice by the users or the inspecting officer, a penalty of Rs. 500/- on each fault will be imposed.

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

PAYMENT:

The payment will be made on monthly basis on submission of pre-receipted bill duly affixed revenue stamp along with GST no. of RC NIOS as well as of the firm on the printed bill proforma supported by duty slip(s) and duly signed by the user Official/Officers of NIOS along with details of journey claimed by the agency. In the absence of duty slip alongwith 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 Operator(s)/Agencies and his Driver/employees will be resolved by the agencies without any involvement of RC NIOS in any manner without prejudice to the right of RC, NIOS.

If any dispute arises between the parties regarding the terms & conditions in relation of the contract and execution thereof, the matter shall be referred to an Arbitrator(s) as may be appointed by the RC, NIOS for Arbitration & Conciliation Act, 1996. The Taxi Operator(s) shall not question the decision of the Arbitrator(s) on the ground that the Arbitrator(s) is/are Government Servant(s). The decision/award of the Arbitrator(s) shall be final and binding on both the parties.

PRICES:

The contract charges include charges of Driver(s), repair and maintenance of vehicle(s), cost of petrol/diesel, insurance of taxi, etc., and any other incidental expenses.

Actual parking charges, toll taxes, entry taxes/inter-state for journeys/service taxes will be reimbursed along with the hiring charges claim bill, on production of original receipts.

No request for escalation of rates would be entertained for whatsoever reasons, during the contract period.

OTHER TERMS & CONDITIONS OF CONTRACT:

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 or law under the rules, etc. RC, 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/Labor 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 RC, NIOS.

The Agency shall ensure proper and reasonable precautions during performance of their obligations and in the event of any loss being caused to RC, NIOS on account of negligence/derelection of duties or performance of their obligations by the Agency or the Agency's staff, the Agency shall be liable to indemnify to RC, 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 physically and mentally fit.

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 RC, NIOS should fully comply with vehicle fitness requirements in the Hyderabad or in the State and all provisions of Motor/Vehicles Act, 1988 and rules made there under including other instructions/requirements issued/specified from time to time.

Taxi Operator must mention GSTN no. on bill claimed if applicable.

The GSTN no. of NIOS is **09AAATN4906C1ZT. (IGST)**

NOTICE OF TERMINATION OF THE CONTRACT:

The services of the Agency can be terminated by RC, 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 relevant Act. In case, the Agency wants to discontinue the work, it will have to serve two months clear notice to RC, NIOS for termination of the contract.

JURISDICTION OF COURTS:

Any legal disputes will be subject to jurisdiction of Hyderabad 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 given at Annexure-II.

NIOS Regional Centre- Hyderabad reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Regional Director
NIOS Regional Centre, Hyderabad

NATIONAL INSTITUTE OF OPEN SCHOOLING

Regional Centre – Hyderabad,
IV Floor, Sri Krishnadevaraya Telugu Bhasha Nilayam,
Sulthan Bazar, Koti, Hyderabad – 500001.

**PROFORMA FOR TECHNICAL BID
FOR HIRING OF COMMERCIAL TAXI SERVICES**

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

Sl. No.	Particulars to be given with Documentary proof	Status (to be filled by the Tenderer)
1.	Name of the Taxi Operator/Agency with Complete Address Phone no.s : (O) & (Mob) Email:	
2.	Constitution of the Agency Proprietorship/Partnership/Private Limited Company/Public Limited Company	
3.	Registration No. of the Agency (Under State Govt. or any other Act) (Please attach documentary proof)	
4.	Name & Designation of the key/top official of the Agency with his/her Mobile Number.	
5.	Location of the Garage with Telephone no. and full address	
6.	Experience for providing taxi services for various reputed organizations preferably to Government/Public Sector Undertakings/ Autonomous bodies/Companies. If so, give complete details and attach a copy thereof. minimum Last 2 Years.	
7.	Total no. of Commercial vehicles of any type/make dzire/indica/WagonR/i10/ Innova registered not prior to 2015 available with the Agency. These commercial vehicles must be registered in the name of the firm/owner. (enclose copies of RCs). Should have commercial vehicles of any type/ make dzire/indica/Wagon R/ i 10/Innova.	
8.	Name of the existing Clients whom the Agency is providing commercial taxi services on regular/ monthly basis with their name, designation of the contact person and Mobile Numbers.	

9.	Minimum Average Annual Turnover of the Agency (Annual turnover should be minimum Rupees 3 lacs per year during the last 2 years i.e.. 2019-20 & 2020-21. (Please enclose copy of Audited Statements of two years and Turnover Certificate from a Chartered Accountant).	
10.	IT returns of the Agency for the last 2 Assessment Years. 2019-20 & 2020-21	
11.	Income Tax PAN No.	
12.	GST Regn. No.	
13.	Details of EMD of Rs. 5,000/- (Rupees Five Thousand Only) being submitted herewith	Demand Draft no. Dated Amount Payee Bank and Branch

UNDERTAKING

I/we hereby submit an undertaking that no legal suit/criminal case is pending against me/us or any of my/our Directors for any violation if 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.

Signature of the Authorized Signatory
With Official seal of the Agency

NATIONAL INSTITUTE OF OPEN SCHOOLING

Regional Centre – Hyderabad,
IV Floor, Sri Krishnadevaraya Telugu Bhasha Nilayam,
Sulthan Bazar, Koti, Hyderabad – 500001.

PROFORMA FOR FINANCIAL BID

1. Local journey :- (The journey performed in Hyderabad shall be treated as local journey)

Duty (Local Basis)	Rate for WagonR/Santro /i10		Rate for Indigo/Swift Dezire/ Toyota Etios/ Accent		Rate for Innova/Xylo/ Tavera/ Honda City/SX4	
	Non-AC	AC	Non-AC	AC	Non-AC	AC
40 Km & 4 Hrs						
80 Km & 8 Hrs						
Rate for Extra Km						
Night Charges, if any, after 10 p.m. onwards (for Driver)						

2. Outstation Journey (Minimum 200 km per day)

Duty	Rate for WagonR/Santro /i10		Rate for Indigo/Swift Dezire/ Toyota Etios/ Accent		Rate for Innova/Xylo/ Tavera/ Honda City/SX4	
	Non-AC	AC	Non-AC	AC	Non-AC	AC
Minimum Charges for 200 km per day						
Rate for Extra Km						
Night Charges, if any after 10 p.m. onwards (for Driver)						

Signature of the Authorized Signatory
With Official seal of the Agency

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date

To,

Sub. Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work:

Dear Sir,

- 1) I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including a) documents like annexure(s), schedule(s). etc, which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
- 2) I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in its totality/entirely.
- 3) In case any provisions of this tender are found violated, then your department/institution shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit from us absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)