Government of Tripura Directorate of Employment Services & Manpower Planning, www.employment.tripura.gov.nic.in:Phone No: (0381)-2324327

F.1(36)/DESMP/STORE/93/VOL-1/3904-10

Date: 10 November, 2020

# NOTICE INVITING TENDER

The Director, Employment Services & Manpower Planning, Tripura, Office Lane, Agartala-799001 invites bid for hiring of one Maruti Eeco (CNG) vehicle for O/o Director, Employment Services & Manpower Planning for official purpose from the reputed Travel Agencies / individual owner having commercial permit with valid registration number. Detailed tender notice, schedule and tender documents can be obtained from <u>www.employment.tripura.gov.in</u>. The last date of submission of tender is 26/11/2020 upto 3.00 p.m.

(Dr. Naresh Babu N, IFS)

(Dr. Maresh Babu N, IFS) Director Employment Services & Manpower Planning Government of Tripura

Copy to:

- 1.) The Spl. Secretary, Labour Department, Government of Tripura for kind information.
- 2.) The Director, Directorate of ICA, Tripura for kind information with request to publish the same in local dailies for information of the concerned persons. 6 copies are enclosed herewith.
- 3.) The H.O.O, DEE, Agartala / Udaipur / Ambassa / Kailashahar / Dharmanagar for information and necessary action.

(Dr. Naresh Babu N, IFS) Director

# SCOPE OF WORK AND ELIGIBILITY

### 1. INTRODUCTION:

The Director, Employment Services & Manpower Planning, Tripura, Office Lane, Agartala-799001 invites Tender for hiring of one Maruti Eeco (CNG) vehicle for O/o Director, Employment Services & Manpower Planning for official purpose from the reputed Travel Agencies / individual owner having commercial permit with valid registration number.

SI. No.	Purpose of hiring	Category of vehicle	Number of vehicle requirement		
1	To be used in the office of the Director, Employment Services & Manpower Planning	Maruti Eeco Vehicle (CNG) (Preferably white colour)	l(one)		

# 2. SCOPE OF WORK & TERMS AND CONDITIONS

- a.) The Maruti Eeco Vehicle (CNG) of white colour will be preferred and it must be in good running conditions and not have been purchased before 2018.
- b.) Kilometre reading meter should have been fitted in the vehicle in good working condition.
- c.) A driver having valid driving license should be placed with the vehicle and all expenditure of the driver should be borne by the owner.
- d.) Basic accessories, fuel, lubricants, dusters and the proper upkeep and maintenance of the vehicle should be the responsibility of the owner.
- e.) The vehicle should be normally used from 9:30 AM to 7:00 PM during working days, but in case of requirement, the vehicle may be used beyond normal duty hours even during holidays for which no extra payment except the normal detention & running charges will be given.
- f.) The vehicles would be used for journey to any place within the State of Tripura and no night halt / extra charges can be claimed for that, except normal detention & running charges.
- g.) No additional claim except, the detention & running charges will be accepted for day to day journey, out station journey and halt (s).
- h.) Any breakdown, accident, defects etc. will have to be attended quickly and to be repaired by the owner at his own cost, responsibility and risk. Alternative arrangement of similar quality vehicle is to be made by the owner within one hour in case the vehicle becomes unfit for journey, failing which, similar category of vehicle will be hired by the office, whose payment will be realized from the bill of the owner.
- i.) Log book in prescribed format is to be maintained by the owner and day journeys etc. are to be entered with the signature of the controlling officer(s). Log books to be updated every day with signature.
- j.) Bill in triplicate in favour of the Director, Employment Services & Manpower Planning, Tripura along with the log book is to be submitted for release of payment on monthly basis.
- k.) If the condition of the vehicle and service of the driver are not found satisfactory, the vehicle will be discontinued at any time with short notice.
- 1.) The hiring of vehicle shall be valid for 1(one) year. However, the hiring may be discontinued by the undersigned at any time with a **short notice**.

# 3. FIRMS ELIGIBLE TO BID

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The bidder must have the following Eligibility Criteria and enclose the mentioned documentary proof in Technical Bid, failing which the bid shall not be considered for evaluation and will be summarily rejected.

Sl. No.	Criterion	Supporting Documents to be Submitted
1.	Upto date valid Commercial Registration Certificate	Copy of Registration Certificate issued by the competent authority
2	Upto date Road Tax Clearance Certificate	Copy of Road Tax Clearance Certificate
3.	Bidder should have a valid PAN.	Copy of PAN Card.
4.	Upto date Insurance Coverage of the Vehicle	Copy of Insurance
5.	Bidder should accept all the terms and conditions as per DNIT.	Downloaded copy of signed and sealed tender document.

# **INFORMATION TO BIDDERS**

### 1. Availability of Tender Documents:

- 1.1. The tender documents will be available in the website <u>www.employment.tripura.gov.in</u> for download. The hard copies of the tender documents also will be available in the Directorate, interested bidder may collect from the Store Section of this Directorate.
- 1.2. The interested bidders are requested to download and to go through the instructions / terms conditions / critical dates / eligibility criteria noted in the DNIT minutely. <u>Downloaded</u> <u>DNIT has to be uploaded back after signing (ink sign) each page of the document as a part of technical bid and as a proof of acceptance of all terms condition in the DNIT.</u>

### 2. Amendment of Tender Document:

The Tender Inviting Authority shall reserve all the rights to make changes in the terms and condition or add new clauses in the tender notice by issuing Addendum/Corrigendum notice. All such future Addendum/Corrigendum, if issued, shall be made available only in the www.employment.tripura.gov.in portal.

### 3. Bid Validity Period:

3.1 The bid for the work shall remain valid for acceptance for a period 90 (ninety) days from the publishing date of this Tender.

3.2 During the above-mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

# 4. Bid Language:

Bid and all accompanying documents to be submitted by the bidder shall be in English only. In case the Bidder intends to upload a document which is not in English but in any of the other scheduled language in the country, the Bidder shall also submit a Notarized version of the English Translation.

# 5. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Tender Inviting Authority, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 6. Bid validity period

The bid for the work shall remain valid for acceptance for a period of 90 (ninety) days from the publishing date of this tender. During the above mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding or mistake or for any reason will be entertained.

#### 7. Contract Period:

The contract is to commence from the date of Award of Contract to the Service Provider and shall continue upto 31.10.2021 from the date of AoC, unless it is curtailed or terminated by Directorate of Employment Services and Manpower Planning, Labour Department, Government of Tripura.

### 8. Tender Fee and Earnest Money Deposit (EMD):

- The participating bidders have to pay an amount of Rs. 500'- (Rupees five hundled only) as Tender Fee through Demand Draft drawn from any Nationalized Bank in favour of Director, Employment Services & Manpower Planning. The Tender Fee that will be paid is Non-Refundable.
- The participating bidders have to pay a refundable amount of <u>Rs. 3,000/- (Rupees three thousands</u> <u>only</u>) as Earnest Money Deposit through Demand Draft drawn from any Nationalized Bank in favour of Director, Employment Services & Manpower Planning..

### 9. Rates/ Prices:

- 9.1. The rates quoted shall remain firm during the period of contract.
- 9.2. The rates shall be quoted by the bidder entirely in Indian Rupees.
- 9.3. The prices quoted should be inclusive of all taxes (as per prevailing tax rates).

# 10. Conflict of Interest:

A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified.

#### 11. Mode of Submission of Bid:

11.1. The interested bidders may submit their bid in the Directorate of Employment Services & Manpower Planning at Office Lane, Agartala-799001 by 3.00 p.m of 26.11.2020. The Bids sent through EAX E-mail shall not be accepted/ processed in any case

# 12. Bid Opening:

- 12.1. The Technical Bid(s) will be opened on 26.11.2020 at 3:30 P.m in the Directorate of Employment Services & Manpower Planning, Tripura. After technical evaluation financial bid will be opened.
- 12.2. In case of any un-scheduled holiday(s) or occurrence of some event beyond control of the bid inviting authority on the day of opening, the tenders will be opened on the next working day at the same time.
- 12.3. In case of any ambiguity, the decision taken by Bid Acceptance Authority on bids shall be final.

# 13. Evaluation of Technical Proposals

- 13.1. Technical & Financial bids will be evaluated by the Tender Evaluation Committee to be formed for the purpose by the Directorate of Employment Services & Manpower Planning, Government of Tripura.
- 13.2. Technical proposal of the applicants will be evaluated based on experience of the coaching centers /study centers.
- 13.3. Technical proposals of all the applicants will be evaluated based on minimum qualifying technical eligibility criteria system.
- 13.4. Financial bid to be evaluated by multiplying the total amount of detention charge quoted by the bidders in his bid with 23 days plus journey of 1840 kms per month(approx) will be multiplied with the rate per km quoted by the bidder in his/her bid. The total amount would be basis for evaluation of financial bid.

# 14. Award of Contract:

- 14.1. The Director, Employment Services & Manpower Planning, Tripura will award or recommend to the Competent bid accepting authority for award of the contract to the bidder who is found Technically & Financially Qualified as per the bid conditions and whose Offer Rate is lowest.
- 14.2. The bidder should appear before the tender inviting authority within 15 days after the bidder has been awarded with all the original copies of all the submitted documents.
- 14.3. Failure to attend the Directorate of Employment Services & Manpower Planning on the date fixed shall entail forfeiture of the Earnest Money deposited.

### 15. Corrupt or Fraudulent Practices:

The Government requires that the bidders under Government financed contracts observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Government

- (a) define for the purposes of the provision, the terms set forth below as follows:
  - (i) "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and
  - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among bidders (prior to or after bid submission) designed to establish in bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will blacklist / or debar an individual supplier/firm/organization, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.
- 16. Address for communication

All the communications with respect to the tender shall be addressed to: The Director, Employment Services & Manpower Planning, Office Lane, P.O-Agartala, PIN-799001.

17. Right to Accept any Bid and to Reject any or all Bids:

Directorate of Employment Services & Manpower Planning, Government of Tripura reserves the right to accept or reject any Bid or all Bids and to cancel the Bidding process, at any time prior to

#### **Terms of Payment:**

- 1.1. No advance payment in any case would be made. Payment would be made after monthly submission of bill.
- 1.2. No claim for interest in case of delayed payment will be entertained by the Directorate of Employment Services & Manpower Planning, Government of Tripura.
- 1.3. The bill in triplicate may be sent to Directorate of Employment Services & Manpower Planning, Government of Tripura.
- 1.4. Bidders exempted under specific Government order / rules from submitting EMD have to furnish Scan copy of the related Governments order / rules in English language, along with the tender in support of their claim exemption

### 2. Tax deduction at source:

- 2.1. All Central/State Govt. /Local Body Levies as applicable from time to time shall be deducted at source from the payment to the Bidder as per the respective law in force at the time of execution of contract. Directorate of Employment Services & Manpower Planning, Government of Tripura shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments.
- 2.2. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Bidder or its employees in connection with performance of the Contract, an adjustment as per the terms of this DNIT shall be applicable and Contract Price shall be made to take into account any such change in such manner as prescribed herein the DNIT.

#### 3. Annulment of Contract:

- 3.1. Failure of the successful bidder to comply with the requirement noted in the tender document or for violation of any other Clause of the tender document shall constitute sufficient ground for the annulment of the award in part or full and forfeiture of the Performance Security in which event the Tender Inviting Authority may make the award to any, other bidder at the discretion of Tender Inviting Authority or call for new bids.
- 3.2. The contracting agency will be bound by the details furnished to Directorate of Employment Services & Manpower Planning, Government of Tripura, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Supplier liable for legal action besides termination of contract.
- 3.3. In case the firm fails to complete the task within stipulated time period, a suitable amount of penalty decided by Directorate of Employment Services & Manpower Planning, Government of Tripura will be deducted from the performance security and action will be taken against the firm to recover suitable penalty.
- 3.4. In the event of breach /violation or contravention of any terms and conditions contained herein by the agency, the agency will be blacklisted in addition to termination of contract.
- 3.5. The Tender Inviting Authority reserves the right to blacklist a bidder at his discretion for a suitable period in case he fails to honour his bid without sufficient grounds.

#### 4. Arbitration:

- 4.1. The resultant contract will be interpreted under Indian Laws. Any legal disputes arising out of this are subject to jurisdiction of Agartala only.
- 4.2. Disputes or differences between the Tender Inviting Authority and the agency, if any, arising under the contract, shall be referred to the arbitration of sole-arbitrator to be appointed by the mutual consent of both the parties. The arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Agartala and decision on the arbitrator shall be final and binding upon the parties hereto.

#### 5. Force Majeure

- 6.1 The agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract if it is the result of an event of Force Majeure.
- 6.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, strikes, earthquakes and freight embargoes.

6.3 If a Force Majeure situation arises, the agency shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tender Inviting Authority in writing, the agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

# **INSTRUCTION TO BIDDERS**

# 1. Instruction to Bidders:

1.1. Bidder shall submit Technical Proposal (Cover-I) & Financial Proposal (Cover-II) in separate envelope. In the Technical Proposal bidder will submit following documents

1.	Copy of Registration Certificate issued by the competent authority	
2	Copy of Road Tax Clearance Certificate	
3.	Copy of PAN Card.	
4.	Copy of Insurance Coverage of the Vehicle	
5.	Copy of signed tender document.	
6.	Copy of PUC Certificate	
7.	Bidder's Information Sheet, in Annexure-I	
8.	Declaration and Undertaking of the Bidder in Annexure-II	

1.2. In separate sealed envelope Bidder shall submit Financial Proposal (Cover-II) in the following prescribed format:-

1		Price	e Schedule			
Sl. No.	Items Description	Quantity	Detention Charge	per	kilometer	(in
1	Hiring of Maruti Eeco (CNG) Vehicle	1		2		

Annexure-I

# **BIDDER'S INFORMATION SHEET**

1	Name of the Bidder/Farm/Organization:
2	Full address of Bidder's organization :
3.	Telephone no :
5.	E-mail address :
3.	PAN No. :
5	Legal Status of Bidder: Travel Agencies / individual owner
6	Commercial Registration number of the vehicle   Organization/Place of registration:   Registration No.
7	Year of manufacture of the Maruti Eeco (CNG) Vehicle
8	Contact Person:   Name:   Mobile No:
9	List of Clients, Govt. as well as reputed private organizations if any

I do hereby certify that the above mentioned particulars are true and correct.

Date:

Name:

(Signature of the bidder)

Place:

Seal:

#### DECLARATION AND UNDERTAKING BY THE BIDDER

To The Director Employment Services & Manpower Planning Office Lane, Agartala-799001

Subject: Self-declaration in respect of submission of bid for providing of one hired Maruti Eeco (CNG) vehicle.

Ref: No Tender No. F.1(36)/DESMP/STORE/93/VOL-I

Dear Sir,

I / We hereby agree to abide by all terms and conditions laid down in tender document referenced above.

2. I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

3. I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that my/our firm/agency/company doesn't have any existing litigation, never blacklisted, and terminated by any client in India.

4. I/We confirm that we never filed any law suits or requested arbitration with regard to any contract within the last five years. No judgment, claim, arbitration proceeding or suit pending or outstanding against us or our officers. Bankruptcy was never filed by us, our subsidiaries or our parent companies. We were never cited by any regulatory agency for a safety violation in the last 2(two) years.

(Signature of the bidder)

Name: Seal

Date: Place:

