

**ANNUAL CONTRACT FOR PROVIDING OF
AC & NON-AC TAXIES
AT NESAC UMIAM**

मई /MAY- 2023

**भारत सरकार/Government of India
अंतरिक्ष विभाग/Department of Space
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre
उमियम/Umiam-793103, मेघालय/Meghalaya**

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उमियम/ Umiam - 793103, मेघालय/ Meghalaya

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निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

निदेशक एनई-सैक, उमियम, मेघालय, प्रतिष्ठित ठेकेदारों, फर्मों सेवा प्रदाताओं से निम्नलिखित के लिए दो बोली में मोहरबंद प्रस्तावों को आमंत्रित करते हैं / Director, NESAC, Umiam, Meghalaya, India invites sealed offers in two bids from reputed Service Providers, Firms, Contractors etc for the following:

एनआईटी सं. / NIT No.	कार्य का नाम / NAME OF THE WORK	इएमडी(₹) डीडी के रूप में/ EMD (₹) IN THE FORM OF DD	निविदा शुल्क/ TENDER FEE (₹)
NESAC/1552/2023	ANNUAL CONTRACT FOR PROVIDING OF AC & NON-AC TAXIES AT NESAC UMIAM	₹ 84,000/-	₹ 500/-

निविदा दस्तावेजों के विक्रय का दिनांक/ Dates for selling of tender documents : 27.05.2023 to 12.06.2023

निविदा दस्तावेजों को जमा करने की अन्तिम तिथि व समय/ Last date & Time for submission of tender documents : 12.06.2023 upto 13:00 Hrs.

निविदा खोलने की तिथि, समय व स्थान/ Date, Time & Venue of Bid Opening : 12.06.2023. at 15:00 Hrs at एनईसैक, उमियम/ NESAC, Umiam

Instructions to Tenderers:

- The Tender is invited for Annual Contract for providing of AC & Non-AC Taxies at NESAC, Umiam.**
- For full details and terms and conditions etc., please see the enclosed Part I technical Bid and Part II Price Bid along with Annexures.
- Tender documents can be obtained from the Purchase Officer, NESAC, Umiam.
- Tender Fee shall be paid in form of CROSSED Demand Draft only. The Demand Draft should be in favor of Director, NESAC drawn on State Bank of India, Umiam (branch Code 2010). The Tender Fee is NON-REFUNDABLE. Your request letter along with Tender Fee may be addressed to the Administrative Officer as indicated above.
- Interested tenderers may, at their option, download the tender documents from the NESAC website www.nesac.gov.in and submit the Tender Document along with the prescribed tender fee as per details given in the tender notification.
- While requesting for Tender Documents, please superscribe on the cover as "Request for Tender document against Tender Notice No **NESAC/1552/2023**."
- Tender Document received after the due date/time will not be considered.
- While sending sealed quotation/offer superscribed respective Tender Number and Due Date on the envelope.
- NESAC, UMIAM is not responsible for any postal delays/loss of documents in transit.
- If the date specified for submission/opening of tenders is declared as a holiday abruptly, the due date for submission/opening of the tenders in such cases shall be postponed automatically to the next working day.
- Director, NESAC reserves the right to accept or reject any/or all the quotations/Expression of Interest in part or full.
- All pages forming part of the tender documents should be duly signed, stamped and submitted to NESAC. Pages not signed and stamped will be considered invalid and rejected.**

Dated: 26.05.2023

Sd/-
निदेशक, एनईसैक / Director NESAC

PART- I TECHNICAL BID

**STATEMENT OF TECHNICAL EVALUATION FOR ANNUAL CONTRACT FOR PROVIDING OF
AC & NON AC TAXIES**

Sl. No.	TERMS & CONDITIONS	COMPLIANCE	REMARKS
1	The Contractor should submit Tender Fee for ₹ 500/- in the form of demand Draft in favour of Director, NESAC, payable at SBI Umiam		
2	The Contractor should submit Earnest Money Deposit :₹ 84,000/- in the form of demand Draft in favour of Director, NESAC, payable at SBI Umiam. In case the Contractor/bidder's withdrawing or altering its bid during the bid validity period the whole EMD amount will be forfeited.		
3	NESAC requires on an average 2 to 3 commercial vehicles per day at any given point of time.		
4	The contractor should be capable of supplying 5 - 20 taxies on specified occasions which will be informed well in advance. The contractor who owns a minimum of 2(two) taxies in good running condition (not more than four years old) in his/the firm's name only shall participate in this tender. Documentary evidence such as models, registration certificate, insurance, pollution certificate etc., should be included in the technical bid.		
5	Well maintained new (not more than four years old) taxies with neat and tidy upholstery only to be provided. Sufficient spares viz., stepney, fan belt, hose, tools, first aid kit etc., should be available with the vehicles to take care of emergency repairs. Details of vehicle, driver & Contractor (Registration no., name & mobile no.) should be written inside the taxi. Driver of the vehicle need to possess all documents in the vehicle to comply with RTO norms and should wear neat uniform (White Shirt and White Pant) with name badge as per the existing Motor Vehicle Act. The contractor shall monitor and ensure that drivers' behavior suit the organizational status. The vehicle driver shall have a cell phone always.		
6	The drivers deployed must be in good health, well mannered, well behaved, even tempered, should not smoke/chew tobacco or consume/have consumed alcohol while on duty and should have minimum VIII th standard qualification and should perform the duties entrusted to him properly. He must possess a valid driving license and required vehicle related papers with name badge at all times. He must have speaking knowledge of Hindi or English.		
7	The contractor should ensure that the taxies report for the duty with sufficient fuel and also arrange to provide sufficient money for fuel, toll charges, etc., while on tour. Vehicles along with drivers & documents should be ready for surprise inspection by Administrative Officer or any other official authorized by him.		

8	In case of any strike or bandh, civil commotions and other disturbances, the contractor should make earnest efforts for plying the vehicles as usual and if any problem arises, the same should be intimated to Administrative Officer immediately and follow his instructions.		
9	In case the taxi reports to or is released from NESAC, a maximum of 10 km or the actual distance whichever is less between the office of the taxi contractor and NESAC shall be entertained as idle distance for payment. In case the taxi either reports or is released to/from any other point in the city other than NESAC, then the actual distance between the office of the taxi contractor and reporting / releasing point shall be entertained as idle distance for payment. The entries of these idle time and distance in the log sheets at the beginning and at the end are to be made by the contractor.		
10	Payment will be made based on actual distance travelled		
11	The Journeys trips at NESAC is divided into followings three categories:		
i.	(a) Local trips – Any Journey (within/outside Meghalaya) which does not involve change of Date / Night Halt.		
ii	One way drop/ Pick up trip (One Way): (a) Shillong to Guwahati Airport / Guwahati City and vice versa (b) Guwahati City to Guwahati Airport and vice versa.		
iii	Outstation trips (Trips involving Night Halts and change of dates)		
iv	Monthly Basis trip (Vehicles hired for all working Days in a month)		
12	For Local trips duties (Trips involving intrastate travel/ interstate travel i.e. between the state of Meghalaya and Assam) For local trips, the number of hours for which the taxi is hired is the basis for deciding the applicable slab. Whenever the actual running exceeds the maximum kilometers for a particular hour slab, the extra kilometer rate is to be taken into account. Similarly, whenever the usage exceeds the time limit indicated in the slab, the next slab is to be taken in to account even though the number of kilometer does not cross the limit indicated in the slab. However, rate / hour (waiting charge) agreed will be applicable only beyond 15 hours. Therefore, the contractor should deploy vehicles which have multistate permit. The vehicle should also have sufficient fuel and driver should have sufficient money as these vehicle can be used for any emergency duty where so decided by Administrative Officer.		
13	For outstation duties, the rate shall be applied as under:		
i	Usage of taxi up to 12 O' Clock mid-night shall be considered as One Day. Outstation rates will be applicable only if night halt / usage of taxies is beyond 12 O' Clock mid-night irrespective of actual distance travelled. However, this condition will not be applicable for one way journey trip as mention in 11(ii).		
ii	Whenever change of date is involved while the usage / hiring of taxies, Outstation charges will be applied.		

14	One way trip duty (pick up and drop duties) :			
i	(a)	Shillong to Guwahati Airport / Guwahati City and vice versa (pickup and drop duties) Average distance between Shillong and Guwahati Airport / City is taken as 120 KMs only.		
	(b)	Guwahati City to Guwahati Airport and vice versa (pickup and drop duties) Average distance between Guwahati City to Guwahati Airport is taken as 40 KMs only		
ii	Drivers should report well in time as asked by the Office in the vehicle requisition.			
iii	Drivers should carry placard for easy identification by the passengers.			
iv	Contractors will not be paid for extra Kms if travelled without prior permission of the NESAC Office. Therefore drivers should stick to the shortest route.			
v	Only in case of delay of flight/train for more than two hour in case of pick up from Ghy Airport/city the Contractor will be paid waiting charges per hourly basis at the extra hours rate.			
15	Monthly Basis Trip:			
i	The vehicle shall be hired for a complete month i.e. within 280 hrs (2500 kms)			
ii	Whenever the actual running exceeds the maximum kilometers (2500 kms) for a particular month, the rate per extra kilometer is to be taken into account. Similarly, whenever the usage exceeds the time limit (280 hrs) even though the number of kilometer does not cross 2500 kms, rate per hour agreed will be applicable only beyond 280 hrs.			
iii	A log book should be maintained for taxies hired on monthly basis.			
iv	The monthly basis vehicle should have sufficient fuel and driver should have sufficient money as these vehicle can be used for any emergency duty where so decided by Administrative Officer. Therefore contractor should deploy vehicle for conveyance which have multistate permit (particularly Assam & other North Eastern States). Vehicle & driver should be always ready for such as duty.			
16	Vehicle should report to duty with sufficient fuel and drivers also should take food before reporting to duty. NESAC will not allow any vehicle to stop on the way for fuel and food. Contravention of which will lead to penalty as per Sr No. 18			
17	If the Vehicle is released during office hours by the Officials, the driver should report/intimate to Administrative Officer, NESAC before leaving.			

18	<p>If contractor fails to observe the following, a penalty per vehicle per day will be imposed and deducted from the bill of the contractor on each of such occasions.</p> <ul style="list-style-type: none"> • Failure to provide a vehicle on any day • Failure to provide a suitable vehicle in case of breakdowns. • Failure to perform trips and duties. • Failure to maintain copies of valid documents, spare wheel and associated tools kit in each of the vehicles. • Failure to upkeep the vehicles in neat and clean condition. • Late reporting of Vehicle. • Change of vehicle without prior permission. • Change of driver without prior permission. • No Cell phone with driver • Driver without uniform & name Badge 	₹1000/-	
19	The vehicles provided by Contractor should be free from court cases.		
20	On booking of the vehicle, the Contractor shall send SMS with details of car number, driver name and mobile number to each user with a copy to Administrative Officer, NESAC at least 12 hours before duty. In case of change of driver/vehicle the contractor should inform NESAC well in advance		
21	NESAC will re-imburse the expenditure incurred towards Inter-State permit charges, toll charges, parking charges, etc., on production of original receipts issued by State Government/local authorities and certified by the user. NESAC will not bear any cost towards operation, repair, maintenance, fuel and oil, servicing, wages, fooding, lodging of drivers, garage fees, insurance; road tax etc. The complete liability in such cases will be that of the Taxi contractor.		
22	Driver will not be entitled to any privileges from NESAC including boarding, fooding and lodging charges. For outstation trips they need to make their own arrangements.		
23	Only less than four years old (as on last date of tender) yellow board taxies with valid permits and insurance are to be provided. Administrative Officer, NESAC has the right to check the condition and the documents of the taxies at any time.		
24	All cost and liabilities arising out of any accident or traffic offence are solely the responsibility of the taxi contractor. NESAC officials will not be a party to any dispute arising out of accident or traffic offence. NESAC shall not indemnify against any claims or law suits by a third party in case of accidents resulting in loss of property, injury and death.		

25	In case of breakdown of any taxi, the replacement should be provided by the contractor and no idle KM and time will be entertained for replacement vehicle.		
26	NESAC reserves the right to enter into a parallel contract with one or more number of firms for hiring of taxis.		
27	Payment will be made within 30 days from the date of submission of valid bills. Bills should be submitted on monthly basis. Any bills submission if delayed by more than 2 months, then above payment timeline will not be applicable to the same.		
28	The contract shall be valid initially for a period of one year from the date of the contract. After the expiry of the 1 st year, the rate contract shall be extended for another one year on mutual consent. Similar process will be followed at the expiry of the 2 nd year of the contract. In no case, total duration of this contract shall exceed 3 (three) years.		
29	<p>For Local Trips, One Way Drop / Pick Up Trips & Monthly Basis hiring of Vehicle</p> <p>(a) In case, there is an increase/ decrease in the fuel rate by 10%, subsequently there will also be an increase/ decrease in the rate by 3%.</p>		
	<p>For Outstation Trips Vehicles</p> <p>(b) In case, there is an increase/ decrease in the fuel rate by 5%, subsequently there will also be an increase/ decrease in the rate/km by 5%. The vehicle rate per day shall remain unchanged.</p>		
30	NESAC will provide a specimen log sheet to the contractor. Contractor should ensure that the driver reports for the duty along with required number of log sheets. It is the responsibility of the driver to obtain signature of the taxi users after they fill all the columns of the log sheets for each trip. Incomplete and illegible log sheets will not be entertained for payment. Any corrections in the log sheet should be attested by the users. Contractor should give strict instructions to the drivers that they should not make any entries in the log sheets other than the entries of travel between office of the contractor to the first reporting point and back to travels from the releasing point. Payments shall not be entertained if log sheet/book is not signed by actual user/ official who requisitioned the vehicle.		
31	NESAC reserves the right to terminate the contract in the following cases:		
i	NESAC suffers due to frequent breakdown of the vehicles in route or any lapse in providing required services as per terms and conditions specified.		

ii	Frequent stoppage of vehicles mid-way due to poor maintenance, lack of fuel, accident, misbehavior/in-discipline of the driver, etc.		
iii	Suffer any pecuniary loss due to rash and negligence driving of the driver to NESAC/ user Staff.		
32	THE PURCHASER RESERVES THE RIGHT:		
i	To enter into parallel rate contract simultaneously or at any time during the period of contract with one or more contractors.		
ii	To place on ad-hoc contract or contract simultaneously or at any time during the period of the contract with one or more tender.		
iii	To cancel the contract at any time without assigning any reason whatsoever.		
iv	To Cancel the Contract in case the contractor violate to any terms and conditions of the Contract and forfeiting of performance security deposit in part or in full as deem fit by NESAC		
33	<p><u>Performance Security Deposit</u></p> <p>On acceptance of the Contract, the Contractor shall, at the option of the Purchaser and within the period specified, deposit a performance Security Deposit in the form of Performance Bank Guarantee (executed on non-judicial stamp paper of ₹200/-, and shall be valid for a period of sixty days beyond the date of expiry of the contract as per format enclosed in Annexure-I) or Bank FDR of an amount not exceeding ten percent of the value of the Contract. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the services Contracted at the risk of the Contractor in terms of Sub-Clause (i) and (ii) of clause below and/or to recover from the Contractor, damages arising from such cancellation. To forfeit the Performance Security deposit in full or a portion of it as deem fit by the purchaser.</p> <p>(i) to get the services from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the services not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily serviceable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or</p> <p>(ii) to cancel the Contract in full or a portion thereof and if so desired to get the services or authorise the services not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily serviceable) at the risk and cost of the Contractor and</p>		

34	In case the Contractor decides to withdraw the contract, a prior notice of three months (in written) is to be submitted to the Administrative Officer, NESAC; failing which the amount equivalent to Security Deposit will be forfeited.		
35	<u>Jurisdiction</u> The Courts of Nongpoh only shall have the jurisdiction to deal with the award and decide the matter relating to the disputes arising out of the contract.		
36	<u>Subletting of contract</u> The Contractor shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under the contract under any other agency.		
37	The Character and Antecedents of the personnel deployed shall be verified through record check by the Contractor from the concerned Police authorities, and submit the Original Police Report to Administrative Officer.		
38	<u>Documents required along with the offer</u> The Contractor is required to enclose photocopies of the following documents along with the offer failing which their bids should be summarily/outrightly rejected and should not be considered any further.		
A	A copy of PAN / Aadhar Card.		
B	Documentary evidence such as models, registration number, insurance, permit, fitness certificate, etc. of the vehicle as stated in Sl. No. 5		
C	The contractor should have at least 01 year experience in supplying of vehicles to any Government Offices/PSUs/Public Sector Bank, Hotel, etc./ Documentary evidence to be submitted.		
D	A copy of Goods and Service Tax (GST) registration certificate.		
E	Undertaking to be furnished by the Contractor that the Contractor is having no legal suit/criminal case pending against its proprietor or any of its Directors (in the case of Private Ltd. Company) or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force.		
F	Non-tribal contractors should produce/furnish valid "Trading License" issued by the Khasi Hills Autonomous District Council (KHADC). If somehow the suppliers/firms fail to submit the Trading License with the quotation/technical bid of the tender documents, the contractor must assure in writing that they will submit the same before releasing of PO. It may be noted that even though selected, PO shall not be released without furnishing the attested copy of Trading License.		

39	Breach of the Contract		
i	The Contractor will be bound by the details furnished by him/her to NESAC while submitting the tender or at subsequent stage of awarding the contract. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action.		
ii	Violate any terms and conditions of the Tender/Contract will be deem as breach of the Contract making him/her liable for legal action including cancellation of the contract and forfeiting of bid security (EMD) /performance security deposit		
40	Contractor will be required to follow the security requirements with a valid Identity Card while entering NESAC campus and shall maintain high order of discipline while on duty.		
41	In case, if the person employed by the Contractor commits any act of omission/Commission that amounts to misconduct/indiscipline/incompetence, conflict of interest, security risks, the Contractor shall be liable to take appropriate disciplinary action against such persons including their removal from site of work, or replace them immediately who are found unacceptable to NESAC.		
42	Minimum wages and other labour related statutory conditions as per the respective state acts shall be strictly adhered to, by the Contractor. NESAC will not be responsible in any way for such lapses on the part of the Contractor.		
43	The Contractor shall maintain all statutory registers under the applicable Law. The Contractor shall produce the same, on demand, to the concerned authority of NESAC or any other authority under Law.		
44	NESAC shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Contractor in the course of their performing the functions/duties, or for payment towards any compensation.		
45	In the event of any question, dispute or differences arising under these conditions or any conditions contained in the Purchase Order or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the Director, NESAC or any other person appointed by him. It will be no objection that the arbitrator is a Government Servant that he had to deal with matter which the contract relates or that in the course of his duties as a Government Servant he has expressed views on all over any of the matters in dispute of difference. The award of the Arbitrator shall be final and binding on the parties of this contract.		
46	In order to avail of the benefits extended by Government of India to the Micro, Small and Medium Enterprises, bidder should submit self attested copy of valid certificate of registration for specific services asked in the tender by any authority so authorized by Ministry of Micro, Small and Medium Enterprise (MSME), Government of India to issue such certificate.		

47	NESAC reserve the right to decide on the make/type of vehicles under equivalent category in additional to the ones mentioned in Annexure A.		
48	The Service Provider/Bidder shall furnish a declaration of their "NEAR RELATIVE" working/employed in NESAC. The meaning of NEAR RELATIVE" is explained below in Sl No.49 of the terms and Condition. The Declaration pro-forma is made available at Annexure-II.		
49	The near relative (s) means: a) "Spouse b) The one is related to the other in a manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) and brother's wife, sister, sister-in-law, sister's husband (brother-in-law) in relation to the Partner / Shareholders / Directors / Executives / Office bearers of the Service Provider".		
50	<p>MAKE IN INDIA (MII) CONDITIONS</p> <p>For this procurement, bids from Class I & class II Local Suppliers are admissible. Hence provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P45021/2/2017 PP(BE II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:</p> <ul style="list-style-type: none"> a) Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs). b) Class I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order. c) Class II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order. d) Bidders offering imported products will fall under the category of Non-local suppliers. They cannot claim themselves as Class I Local suppliers/Class II Local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition. e) Verification of local content: <ul style="list-style-type: none"> i. The Class I local supplier/ Class II local supplier at the time to tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for Class I local supplier / Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made. 		

50 cont	<p>ii) In case bid value is in excess of Rs. 10 Cr., Class I local supplier/ Class II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>iii) False declarations will be in breach of the code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general Financial Rules along with such other actions as may be permissible under Law.</p>		
51	Compliance to		
	a) Annexure II		
	b) Annexure III		
	c) Annexure IV		
	d) Annexure V		

INSTRUCTION TO TENDERS

1. Tender fee & Earnest Money Deposit shall be payable only in the form of bank draft drawn in favour of Director, North Eastern Space Applications Centre (NESAC), payable SBI, Barapani (02010). No other mode of payment for tender fee is acceptable.
2. Vendors/firms name and tender no. shall be indicated on the reverse side of the Demand Draft.
3. Detailed specification, terms and conditions are furnished in the tender documents.
4. DD should not be dated prior to the date of advertisement / intimation / website. Separate requests and demand drafts shall be sent for each tender document.
5. NESAC will not be responsible for non-receipt of tender documents/offers due to postal delay / loss in transit.
6. Quotations received without payment of tender fee will be treated as unsolicited.
7. Quotation shall be valid for a period of **NINETY** days from the date of opening.
8. Quotations received after the due date and time will not be considered.
9. If tender opening date happens to be public holiday tender will be opened on the next Working day & interested Vendors may depute their Representatives with proper authorization letter to attend the Public Tender opening.
10. Request for the extension of the due date will not be considered.
11. Director, NESAC reserves the right to accept or reject any tenders in part or full without assigning any reasons thereof.
12. Late tenders and delayed tenders will not be considered.
13. **a) All taxes/duties/levies whether by Central/State/Local government where legally leviable and intended to be claimed should be distinctly shown separately (in percentage and words) in the tender, otherwise price quoted will be treated as inclusive of all taxes.**
While quoting the tender, the tenderer should take into account all the extant statutory deductions under Central/State/Local statutes where legally leviable and show it separately (in percentage and words) and if not separately shown it will be treated as inclusive of all statutory deductions applicable as per the extant statutes.
13. **b) Our's being a Department of Government of India, we are exempted from payment of Excise Duty/Customs Duty.**
14. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Accounts Officer, I/C Purchase & Stores to avoid any payment of such levies.
15. Prices are required to be quoted accordingly as indicated in the Price bid (Part II).
16. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
17. The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

- a) The term 'Purchaser' shall mean Director, NESAC.
- b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

3. MODE OF PAYMENT:

Normally payment will be made within 15 days from the date of receipt of the bills from the contractor

4. ARBITRATION:

Any disputes that arise during the execution of contract will be mutually discussed and settled between NESAC Contract-In-Charge/Focal Person and Service Provider. Any dispute that remains unresolved thereafter will be referred to a one-man Arbitrator, appointed by Director, NESAC, Umiam, Meghalaya in accordance with Arbitration & Conciliation Act 1996 as amended from time to time, whose decision shall be final and binding on both the parties.

If the arbitrator be the Director, NESAC

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or
- (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Director, NESAC to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Director, NESAC– In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs. Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

5. COUNTER TERMS AND CONDITION OF SUPPLIERS:

Where counter terms and conditions printed or cyclostyled conditions have been offered by the contractor, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

6. BENEFITS EXTENDED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE (MSME), GOVERNMENT OF INDIA:

In order to avail of the benefits extended by Government of India to the Micro, Small and medium Enterprises, bidder should submit self attested copy of valid certificate of registration for specific services asked in the tender by any authority so authorized by Ministry of Micro, small and Medium Enterprise (MSME), Government of India to issue such certificate. Bidder will be required to produce original certificate when called for to do so by NESAC.

DECLARATION ON "NEAR RELATIVE"

1. I, _____ the undersigned being the Proprietor/Director/authorized signatory of the agency/Service Provider, of _____ (name of the firm) hereby declare that, there is **NO NEAR RELATIVE (as defined in Sl. No.49 of the Terms and conditions)** of the Proprietor/Director/authorized signatory of the agency/ Service Provider working at North Eastern Space Applications centre, Government of India, Department of Space, Ri Bhoi District Umiam 793103, Meghalaya

OR

2. I, _____ the undersigned being the Proprietor/Director/authorized signatory of the agency/ Service Provider, of _____ (name of the firm) hereby declare that, the following official(s) working at North Eastern Space Applications centre, Government of India, Department of Space, Ri Bhoi District Umiam 793103, Meghalaya **are my near relative (as defined in Sl. No.49 of the Terms and conditions)**

Sl No.	NAME OF THE NESAC OFFICIAL	RELATIONSHIP (as defined in Sl. No.49 of the Tender Terms and conditions)

3. The above declaration is true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information against the above would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person
Full Name:

ANNUAL CONTRACT FOR PROVIDING OF AC & NON-AC TAXIES

1. Name of Tendering Company/
Firm / Agency : _____

(Attach certificate of registration)

2. Name of Proprietor / Director : _____
of Company/Firm/Agency _____

3. Full Address of Reg. Office : _____

Telephone & Mobile No. : _____

Fax No. : _____

E-Mail Id : _____

4. Full address of Operating / : _____
Branch Offices _____

Telephone & Mobile No. : _____

Fax No. : _____

E-Mail Id : _____

5. PAN / GIR No. : _____

(Attach copy)

6. Service Tax Registration No. : _____

(Attach attested copy)

7. Bank Account No. with : _____

Name and address of the Bank _____

with Statements for the Last Six months (Attach Attested Copy)

8. Give details of the major similar contracts from Companies/Govt. Establishments handled by the tendering Company/Firm/Agency during the last 3 years in the following format: Also attach copy of agreement made by the company for each case.

Sl. No.	Details of client along with address, telephone and Fax numbers	Contract Amount Rupees in Lakh	Duration of Contract	
			From	To
1.				
2.				
3.				
4.				
5.				

**Signature of the Tenderer
along with Rubber Stamp**

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor/Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions, scope of work of the tender for Hiring of Taxies required for NESAC and undertake to abide by them;
3. The information / documents furnished along with the quotation are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of authorized person

Full Name:

Seal

UNDERTAKING

I, _____ Son/Daughter/Wife of Shri _____,
Proprietor/Director /authorized signatory of _____ (agency/ Firm 's name), is having no
legal suit/criminal cases pending against the propriety/any of its Directors or having not been earlier
convicted on any grounds of moral turpitude or for violation of any laws in force.

Date:

Signature of authorized person

Full Name:

Seal

**PROFORMA FOR
PERFORMANCE BANK GUARANTEE
(On ₹ 200/- non-judicial stamp)**

1. WHEREAS on or about the (day, month & year), M/s. (name & address of the firm), a company registered under Companies Act and having its registered office at (hereinafter referred to as 'The Contractor'), entered into an agreement bearing No. dated (hereinafter referred to as 'The Contract') with the Director, North Eastern Space Applications Centre (NESAC), Govt. of India, Dept. of Space, Umiam-793103, Meghalaya (hereinafter referred to as 'The Government') for supply of (hereinafter referred to as 'The Equipment').
2. AND WHEREAS under the terms and conditions of the Contract, an amount of ₹..... (Rupees only) representing balance % payment out of the total value of the Contract of ₹..... (Rupees only) is to be paid to the Contractor on the final acceptance of the equipment and on the Contractor furnishing a bank guarantee in a manner herein contained towards satisfactory performance of the equipment during warranty period, viz., months from the date of acceptance/commissioning of the said equipment or months from the date of despatch of the last lot of consignment, whichever is earlier (specify here the warranty clause contained in the Order).
3. NOW WE, (name & address of the Bank), in consideration of the promises and the payment of said sum of ₹ (Rupees only) by the Government to the Contractor do hereby agree and undertake to pay to the Accounts Officer, (name & address of the Centre/Unit) on behalf of the Government (hereinafter referred as the "Accounts Officer") the amount due and payable under the guarantee without any demur, merely on a demand from the said Accounts Officer stating that the amount claimed is due by way of loss or damage caused to or suffered by the Government by reason of unsatisfactory performance of the equipment during the warranty period. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ (Rupees only).
4. WE, (Bank) undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceedings pending before any Court of Law or Tribunal relating thereto, our liability under this present guarantee bond being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.
5. WE, (Bank) hereby further agree that the decision of the said Accounts Officer as to whether the said equipment is giving satisfactory performance or not during the warranty period and as to the amount of damages suffered by the Government on account of unsatisfactory performance of the said equipment shall be final and binding on us.
6. AND WE, the (Bank) do hereby agree that our liability hereunder shall not be discharged by virtue of any agreement between the Government and the Contractor whether with or without our knowledge and/or consent or by reason of the Government showing any indulgence or forbearance to the Contractor whether as to payment, time or performance, or any other matter whatsoever relating to the Contract which, but for this provision, would amount to discharge of the surety under the law.
7. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or Contractor.
8. OUR GUARANTEE shall remain in force until (two months beyond the Contract warranty period) and unless a claim under the guarantee is lodged with us on or before the above date, all right of the Government under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities thereunder.

Dated the (day, month & year)

..... (Signature of the Authorized Officer of the Bank)
..... (Name and designation of the officer)

Seal Name, Address of the Bank (Head Office) with Phone/Fax Nos. Name & Address of the Branch with Phone/Fax Nos.

NOTE:

18. Tender documents will be hosted on NESAC Web site of <http://www.nesac.gov.in>. Interested tenderers may, at their option, download the tender documents from website and submit offers along with prescribed tender cost (in the form of Demand Draft) and EMD (in form of Demand Draft/Bank Guarantee) as per details in the tender notification. The Demand Draft/Bank Guarantee should be sent in a separate cover with a covering letter along with the cover containing the quotation.
19. Tender fee shall be payable only in the form of bank draft drawn in favour of Director, North Eastern Space Applications Centre (NESAC), payable at SBI Umiam (BRANCH CODE : 2010). No other mode of payment for tender fee is acceptable.
20. Vendors/firms name and tender no. shall be indicated on the reverse side of the Demand Draft.
21. While requesting for tender documents, please do not superscribe tender number and due date on the envelop. Instead indicate "Request for Tender Documents".
22. Detailed specification, terms and conditions are furnished in the tender documents.
23. DD should not be dated prior to the date of advertisement / intimation / website. Separate requests and demand drafts shall be sent for each tender document.
24. NESAC will not be responsible for non-receipt of tender documents/offers due to postal delay / loss in transit.
25. Quotations received without payment of tender fee will be treated as unsolicited.
26. Quotation shall be valid for a period of **NINETY** days from the date of opening.
27. Quotations received after the due date and time will not be considered.
28. While submitting your offer please superscribe tender no and due date on the envelope. Addressed to The Sr. Administrative Officer, North Eastern Space Applications Centre, Government of India, Department of Space, Umiam – 793 103, Meghalaya, INDIA
29. **If tender opening date happens to be public holiday tender will be opened on the next Working day & interested Vendors may depute their Representatives with proper authorization letter to attend the Public Tender opening.**
30. Request for the extension of the due date will not be considered.
31. Director, NESAC reserves the right to accept or reject any tenders in part or full without assigning any reasons thereof.
32. Tenderers who do not utilize the website shown at clause 01 above can also procure the Tender documents from The Purchase Officer, North Eastern Space Applications Centre, Government of India, Department of Space, Umiam – 793 103, Meghalaya, India on payment of Non-refundable Tender fee as indicated above, on all working days between **1000Hrs to 1400Hrs**

SPECIAL INSTRUCTIONS FOR 2 PART TENDER

North Eastern Space Applications Centre (NESAC) requests you to send your quotation in two parts (in 2 separate sealed covers) as follows:

PART I (COMMERCIAL AND TECHNICAL PART):

Please submit your proposal in respect of Specifications and Commercial Terms only. Please note that the service charges (price details) should not be indicated in Part-I

The envelope should be Super-scribed with

Commercial & Technical Part 1

Reference No:

Due date :

Note: Part 1 should not contain any price details

PART II (PRICE PART)

Part -II should contain only the service charges. The quotation for service charges (Price details) thus prepared should be placed in another envelope and super-scribed as follows:

Price part II

Reference No:

Due date :

Both the envelope (Part 1 and Part II) Prepared should be placed in another envelope and super-scribed as follows:

Reference No:

Due date :

Containing (Technical + Price bid) and sent to

PURCHASE OFFICER
NORTH EASTERN SPACE APPLICATIONS CENTRE
GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
UMIAM - 793103
MEGHALAYA, INDIA

Note:

1. The above should reach us on or before the due date and time.
2. DIRECTOR, NORTH EASTERN SPACE APPLICATIONS CENTRE, GOVERNMENT OF INDIA, DEPARTMENT OF SPACE, UMIAM - 793 103, MEGHALAYA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OF THE QUOTATION IN FULL/ PART THEREOF WITHOUT ASSIGNING ANY REASONS

**PART- II PRICE BID
HIRING OF TAXIES UNDER ANNUAL CONTRACT**

Annexure –A

SL.N o.	PARTICULARS	RATES FOR AC CARS & MUV's							RATES FOR NON-AC CARS & MUV's										
		Hatchback Cars	Sedan Cars	Standard MUV	Luxury MUV	4 Wheel Drive Vehicle	VVIP Vehicle	Traveller	Hatchback Cars	Sedan Cars	Standard MUV	Luxury MUV	4 Wheel Drive Vehicle	Traveller		VVIP Vehicle	Pick-up		
														11-12 seater	16-17 seater		Single Cabin	Double Cabin	Mini Truck
Local Trips																			
1.1	4 hrs (40 Km)																		
1.2	6 hrs (60 Km)																		
1.3	8 hrs (80 Km)																		
1.4	10 hrs (100 Km)																		
1.5	12 hrs (120 Km)																		
1.6	15 hrs (150 Km)																		
1.7	Extra Rate / Km																		
1.8	Rate / hr beyond 15 hours																		
Outstation Trips																			
2.1	Vehicle Rate only per day inclusive of Driver & halt charges																		
2.2	Rate per km																		
One Way Drop / Pick Up Trips																			
3.1	Shillong to Guwahati city & vice versa (120 kms)																		
3.2	Shillong to Ghy Airport Drop / Pick up (120 kms)																		
3.3	Ghy City to Airport Drop/ Pick up (40 kms)																		
3.4	Rate per extra hour (Waiting charges)																		
Monthly Basis hiring of Vehicle																			
4.1	280 Hrs (2500 Km) in a month																		
4.2	Extra Rate / Km beyond 2500 Kms																		
4.3	Extra Rate per extra hour beyond 280 Hrs in a month																		
Fuel Present price/ litre																			
5.1	Diesel																		
5.2	Petrol																		

Hatchback/Compact Sedan Cars – TATA Altroz, Glanza, Tata Tigor, Swift Dzire, Aspire, Xcent, Figo, Indigo, I20, Tiago, Baleno, Volkswagen Polo, Hyundai Aura, Mahindra KUV
Sedan Cars – Etios, Honda City, Verna, Elantra, Civic, Skoda-Octaria, Superb, Rapid, Ford Fiesta, Volkswagen Vento, Toyota Corolla Altis, Nisan Sunny, Ciaz, Yaris, Tigor, Honda Amaze, Toyota Camry etc
4 Wheel Drive - Boler, etc.

Traveller – 11 to 12 seaters, 16 to 17 seaters

Standard MUV – Renault Triber, Tata Sumo, Boler, Ertiga, Brezza, Hyundai Venue, Creta, Nexon, Kia Carens, urban cruiser, XUV 300, Honda WRV, S-Cross, MG-Hector, Kia Seltos or equivalent

Luxury MUV – Innova, Scorpio, Tata Safari, XUV 700, TATA Harrier, Tucson or equivalent

Pick-up – Boler Camper, Tata Xenon, ISUZU, etc

Mini Truck - Tata Ace gold, Mahindra Jeeto, Maruti Suzuki Super Carry, Mahindra Supro Profit Truck or equivalent

VVIP Vehicle: Ford Endeavor, Toyota Fortuner, MG-Gloster, Volkswagen Tiguan (White colour)