## LIMITED TENDER NOTICE FOR HIRING OF 22 SEATER/40 SEATER BUS FOR INTERNAL TRANSPORT AT IIT HYDERABAD

Tender Notification No. IITH/103/MS/Transport/2022, Dated: 24 February 2022



**భారతీయ సాంకేతిక విజ్ఞాన సంస్థ హైదరాబాద్** भारतीय प्रौद्योगिकी संस्थान हैदराबाद Indian Institute of Technology Hyderabad

INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD KANDI, SANGAREDDY – 502 284 (T.S) Tel: 040-2301 6777 Email: <u>office.transport@iith.ac.in</u>

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# LIMITED TENDER NOTICE

## FOR HIRING OF 22 SEATER/40 SEATER BUS FOR INTERNAL TRANSPORT AT IIT HYDERABAD

(Tender Notification No.IITH/103/MS/Transport/2022, dated 24/02/2022)

1. The Director, Indian Institute of Technology Hyderabad, an autonomous Institution established by the Ministry of Education, Govt. of India invites sealed tenders through this limited tender enquiry for hiring of a 22 seater/40 seater bus for daily internal transport of the Institute's students, employees and visitors inside its campus located at Kandi Mandal, Sangareddy District, Telangana.

Important Dates							
i)	Availability of Tender Document on the website	24.02.2022					
ii)	Last Date for Bid Submission	12 P.M. on 18.03.2022					
iii)	The date and time for opening of Bid	3 P.M. on 18.03.2022					

- 2. **Tender Fee:** A non-refundable tender processing fee of Rs.590/- (Rupees Five Hundred Ninety Only) including GST in the form of DD drawn in favour of "Director, IIT Hyderabad" payable at Kandi should be enclosed with the bid. The tender fee is exempted for MSME/NSIC registered tenderers.
- 3. **Earnest Money Deposit:** The tenderers are required to deposit Rs.36000/-(Rupees Thirty Six Thousand Only) towards bid security in the form of DD drawn in favour of "Director, IIT Hyderabad" payable at Kandi should be enclosed with the bid. The EMD is exempted for qualified MSME/NSIC registered tenderers.
- 4. **Performance Guarantee:** The successful bidder will have to submit a performance guarantee of 3% of the annual value of the contract in the form a security deposit or bank guarantee within 20 days of commencement of the contract. The Performance Guarantee shall cover the entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period.
- 5. The Director, IIT Hyderabad reserves the right to award this contract for all required services either to one party or more than one party. He also reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all the tenders without giving any notice or assigning any reason any time before award of the contract. Further, the Director, IITH is not bound to accept the lowest tender, but has the liberty to close the tender process without awarding the contract to anyone if the lowest quote is found to be unreasonably high. The decision of the Director, IIT Hyderabad in this regard shall be final and binding on all.

- 6. The tender should be submitted in a sealed envelope superscribing the name of the work clearly as "Tender for hiring of a 22 seater/40 seater bus for internal transport at IIT Hyderabad". The sealed envelope should contain Bid along with its attachments, licenses, permits, etc., and the DD for tender fee and EMD. The bids may be either dropped personally in the Tender Box kept at Room No.222-B, A-Block of the Institute or sent by registered post so as to reach the Registrar, IITH **on or before 12:00 P.M. on 18.03.2022.**
- 7. Bid will be opened at 3:00 P.M. on 18.03.2022 in the presence of tenderers or their authorized representatives, who are present. Late and delayed tenders will not be opened and accepted at all.
- 8. The tender should be clearly filled or typed and signed in ink legibly giving the full address of the tenderer. The tenderer should quote in figures as well as in words the amount/price offered by him. Alteration if any, unless legibly attested by the tenderer with full signature and stamp/seal shall invalidate the tender. The tender should be signed by the authorized persons. Unsigned tenders will be treated as disqualified and rejected. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
- 9. The Tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
- 10. In case any document produced in support of eligibility criteria turns out to be not genuine before or after award of work, the IITH reserves the right to blacklist or debar the bidder concerned from participating in the future tendering process at the Institute.
- 11. The details eligibility and other terms and conditions of the contract may be perused in the following pages.

Sd/-Registrar

## ELIGIBILITY AND GENERAL TERMS AND CONDITIONS

- 1. The contracting agency should be based at Hyderabad/Sangareddy or have its office in Hyderabad/Sangareddy.
- 2. The contracting agency should have the minimum experience of 3 years as on the date of this Notice in the field of providing passenger vehicles on hire basis to any Educational Institutions, Public Sector Undertaking (PSU), Govt. Organization, or any other private organization of repute. Experience from Call Centre organizations will not be considered. The tenders of the contracting agency with inadequate/irrelevant experience as mentioned above are liable to rejection. It is mandatory for the bidders to attach a documentary proof of requisite experience, in addition to filling this information in the technical part of the bid format.
- 3. The contracting agency should have the passenger vehicles, which are being offered for hire, registered as tourist/commercial vehicles on its own name having valid commercial permits. Copies of the tourist vehicle registration certificates and valid Insurance policies should also be attached with the Bid. If the vehicles are not presently in the tenderer's name, an affidavit duly attested by a Notary that in the event of his being the successful bidder, he will get these vehicles transferred to his name before supplying them to IIT Hyderabad, should be submitted.
- 4. The Bid should be accompanied by a refundable EMD of Rs.36000/-(Rupees Thirty Six Thousand Only) and a non-refundable tender processing fee of Rs.590/- (Rupees Five Hundred Ninety Only) including GST, both in the form of DD/Pay order of any nationalized bank drawn in favour of "Director, IIT Hyderabad" payable at Kandi. It should also contain all other documents such as experience certificates, licenses, registration certificates, permits etc. Tenders received without these documents will be summarily rejected.
- 5. In the unlikely event of any tender's withdrawing his bid or seeking to alter his rates after opening of the bids or during the validity of the bids or after award of the contract, the EMD submitted by such a tenderer shall be forfeited. If the said tenderer has been exempted from EMD, then he shall be black-listed and debarred from participating in any future tendering processes at IIT Hyderabad for a period of five years.
- 6. The rates quoted in the Bid shall be valid for at least 12 months from the date of award of tender. Tender valid for a shorter period shall be liable to rejection. However, after 12 months of the contract, whenever the fuel prices increase or decrease by more than 20% of the prices prevailing at the time of commencement of the contract, then the hire charges shall be increased or decreased, as the case may be, by 10% of the original price.
- 7. The tender shall be signed by the authorized person and his / her full name and status be indicated below the signature along with official stamp of the contracting agency.
- 8. The successful bidder should provide only the specified type of vehicles which are in good running condition and the vehicles should be BS-6 compliant.

- 9. A team of IIT Hyderabad officials may visit or ascertain from the clients' offices of the eligible bidders for information regarding the quality of services claimed to have been provided by the bidder.
- 10. The tenders of the contracting agencies not in possession of valid statutory sanctions / registrations / permits/ insurances are liable to summary rejection.
- 11. The successful contractor shall supply the required number of specified vehicles together with required number of drivers and relievers daily including Sundays and Holidays. The hire charges quoted by the bidder should be inclusive all expenses of the vehicles and their drivers except for GST. The Institute will not be responsible for any damages, losses, repairs, thefts, fuel refilling, relievers etc., in respect of the vehicles as well as their drivers and in respect of injury or damage to any person or other vehicle. **The monthly rate/hire charges to be quoted by the bidder should be exclusive of GST**.
- 12. The contractor should pay minimum wages, EPF, ESI, bonus, and other statutory payments on or before 7th day of every month, and also comply with other necessary provisions of the Labour Act, at his own expense. Further, the contractor shall provide two sets of Uniforms, Identity Cards, and one pair of shoes to the drivers deployed to drive these vehicles within 15 days of award of work at his own expense.
- 13. The vehicles being hired will be used for a maximum of <u>16 hours</u> each day for internal transportation mostly. However, in exigencies of work, <u>these vehicles may be used for local transport also outside the campus</u>. The daily trips of these vehicles should be carried out as per the schedule fixed by the Institute. The vehicle should not be driven by a single driver throughout the 16 hours in a day. Suitable substitute driver arrangements should be made by the contractor at his own expense.
- 14. The contract shall be initially for a period of one year and may be extended on a year-to-year basis up to two more years on the same terms and conditions, subject to the satisfactory service of the contractor and requirement of the Institute.
- 15. The contract can be prematurely terminated by either party by giving an advance notice of three months and after expiry of the notice period.
- 16. The services of the vehicles are generally required throughout the year i.e. 365 days including Sundays and Holidays. As of now, the Institute requires **one vehicle** (either 22 or 40 seater bus). However, the Institute reserves the right to choose a 22 seater or a 40 seater and to increase or decrease the number of vehicles according to its requirements any time during the currency of the contract. The contractor will have to provide the vehicles accordingly on the same terms and conditions of the contract.
- 17. Generally, the vehicles will be required to commence their daily service (including Sundays/Holidays) at the Institute sharp at 7:30 A.M. However, the schedule of trips is subject to change according to the requirements of the Institute.

- 18. The contracting agency shall provide the services continuously as per the award of contract. In case of discontinuation of services by the contractor in the middle of the period without requisite notice or non-satisfactory services, breach of any terms and conditions of the contract etc. the contractor shall be liable to legal action, in addition to forfeiture of the performance security deposit given by him.
- 19. The contracting agency shall not be allowed to transfer, assign, pledge or subcontract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of IIT Hyderabad.
- 20. The contracting agency shall also abide by the relevant Rules and Regulations to engage drivers on the vehicles provided deployed at IIT Hyderabad and will obtain requisite licenses, sanctions & permits which should be valid during the tenure of contract. Renewal of the same shall be ensured by the contractor well in time. The contractor himself is responsible to pay and clear the fines and challans, if any, imposed by the Govt., for violation of the rules at his expense.
- 21. There will be no dead mileage for vehicles deployed on a monthly basis. The kilometer age for the purpose of "vehicle run" and "hours of duty" shall be reckoned from the time vehicle reaches IITH campus till the closure of the given schedule or till the vehicle leaves IITH campus. No mileage will be allowed to drivers for lunch / breakfast or for filling fuel etc.
- 22. The contracting agency shall provide immediate replacement for the breakdown vehicle with the same type of vehicle at his own expense.
- 23. The Director, IITH reserves the right to impose a pecuniary penalty on the contractor for serious lapses in execution of the contract. The amount of penalty imposed will be recovered from the monthly bills payable to the contractor.
- 24. The drivers of the vehicles deployed at the IIT Hyderabad should possess a valid driving license in their name. The drivers must wear uniform while on duty, be able to speak the local language, be courteous to the users of the vehicles. The contract shall be responsible for their integrity and conduct while on duty at the Institute. In the event of misbehavior on the part of any of the drivers deployed, IITH may impose a penalty as deemed fit on the contracting agency and demand replacement of the delinquent driver. The contractor shall comply with the demand immediately.
- 25. The contracting agency and the IIT Hyderabad shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction. The resultant contract will be interpreted under Indian Laws.
- 26. In case of delay in reporting of the vehicle, <u>a penalty of Rs.50/- per every 15 minutes'</u> <u>delay</u> will be imposed on the contractor.
- 27. Vehicles supplied by the firm/agency will be periodically inspected by nominated officers of the Institute. In case of non-compliance of any of the conditions like driver not possessing a valid license, vehicle running without a valid insurance and pollution certificate etc., <u>a penalty of Rs.500/- for each lapse on each occasion will be imposed and recovered from the dues of the contractor.</u>

- 28. The drivers of the vehicles deployed at the Institute shall maintain the logbook (timings and mileage for each vehicle) on daily basis and obtain signatures of the Security Supervisor/Guard at the main gate daily twice at beginning at the service and close of the service. IIT Hyderabad may demand to see this logbook at any time for inspection.
- 29. The contracting agency shall ensure that vehicles and drivers of the vehicles provided at IIT Hyderabad are not changed without a valid reason. Frequent changes of vehicles and drivers will not be permitted. In case of change, the contracting agency will intimate the details of the replacing vehicle or driver to the Institute in advance. In case the contracting agency replaces any vehicle with another of higher class than the contracted type, payment will be restricted to the rates under this contract only. However, vehicle of lower class than the contracted type shall not be accepted.
- 30. It shall be the responsibility of the service providing agency / firm /company to meet the expenses of transportation, food, medical and any other requirements of the drivers engaged by it for these vehicles and IIT Hyderabad shall have no liabilities in this regard.
- 31. For all intents and purposes, agency shall be the "Employer" within the meaning of different Labour Legislations in respect of drivers so employed and engaged at IIT Hyderabad site. The Drivers deployed by the agency at IIT Hyderabad shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against IIT Hyderabad.
- 32. The contracting agency shall be solely responsible for any accidents, injuries to other vehicles or pedestrians or passengers caused by these vehicles while on service at this Institute. Similarly, the contracting agency only is responsible to redress the grievances /resolve disputes relating to drivers engaged by them at IIT Hyderabad site. IIT Hyderabad shall, in no way responsible for settlement of such issues.
- 33. The drivers deployed by the contracting agency shall not collect any money from the users of the vehicles in any form or on any pretext like fare, tip, chai-paani etc.
- 34. The Agency shall submit the bills as per the agreed rates immediately after completion of the calendar month to IIT Hyderabad to the M S Section of the Institute, along with duly signed duty slips, photocopy of the extract of the logbook.
- 35. The Agency shall also be liable for payment of all taxes, levies, cess, etc. on account of services rendered by it to IIT Hyderabad, to the tax collection authorities concerned from time to time as per extant rules and regulations on the matter.
- 36. The Income Tax (T.D.S.) shall be deducted at prevailing rate from the monthly bills, as amended from time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by IIT Hyderabad to the agency.
- 37. If required, IIT Hyderabad may allow these vehicles to be parked inside the campus without any charges for the same. However, no accommodation or overnight stay of the drivers will be allowed inside the campus.

- 38. The successful tender will have to make agreement with IIT Hyderabad broadly covering scope of work, requirements, terms and conditions of the services to be provided to the IIT Hyderabad on a judicial stamp paper of Rs.100/- or as per the prevailing requirement, the cost of which will be borne by the contracting agency.
- 39. *Force Majeure*: Any delay due to Force Majeure will not be attributable to the Service provider. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Contract for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the service provider for a period exceeding a continuous period of 7 (seven) days.
- 40. *Jurisdiction*: This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to executive jurisdiction of the Indian Courts at Hyderabad.

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### (On the official letter head of the bidder)

## BID

**A.** Details to documents should be mandatorily submitted:

| Sl.No. | Particulars                                                                                                                                                                                                                                                                              | Fill in the details                                 |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 1      | Name of Firm/Tenderer/ Company (in block letters)                                                                                                                                                                                                                                        |                                                     |
| 2      | Permanent Address & Telephone No. and Email address.                                                                                                                                                                                                                                     |                                                     |
| 3      | Full Postal Address, Telephone/Fax No./E-mail for correspondence.                                                                                                                                                                                                                        |                                                     |
| 4      | Experience Details[Attach certified proofs]                                                                                                                                                                                                                                              |                                                     |
| 5      | Tender Fee details - Bank Draft No & Date, Banker's Name & Branch.                                                                                                                                                                                                                       |                                                     |
| 6      | Is vehicle BS-6 Compliant[Attach Proofs]                                                                                                                                                                                                                                                 |                                                     |
| 6      | If the vehicles are not presently in the<br>tenderer's name, an affidavit duly attested<br>by a Notary that in the event of his being<br>the successful bidder, he will get these<br>vehicles transferred to his name before<br>supplying them to IIT Hyderabad, should<br>be submitted. | [Attach the affidavit as enclosure & refer<br>here] |

# B. Please quote your monthly hire charges separately for a 22 seater bus and a 40 seater bus in the following table:

| Description                                                               | Make, Model,<br>& Seating<br>Capacity<br>of the Vehicle | Fuel<br>Type * | Rate<br>(Excluding GST) | Rate per<br>Extra KM | Rate per<br>Extra Hour |
|---------------------------------------------------------------------------|---------------------------------------------------------|----------------|-------------------------|----------------------|------------------------|
| (1)                                                                       | (2)                                                     | (3)            | (4)                     | (5)                  | (6)                    |
|                                                                           | <b>22 Seater bus</b><br>Make:                           |                | Rs<br>In words:         |                      |                        |
| Monthly<br>rate per<br>vehicle for                                        | Model:                                                  |                | Rs<br>In words:         |                      |                        |
| $\frac{4500 \text{ kms}}{(a)16 \text{ hours a}}$ day, should<br>be quoted | <b>40 Seater bus</b><br>Make:                           |                | Rs<br>In words:         |                      |                        |
|                                                                           | Model:                                                  |                | Rs<br>In words:         |                      |                        |

Note:

- 1) \* Bidders must quote their rates only if they are in a position to supply the vehicles in the specified fuel type otherwise, just put a dash "----" in the column. The IITH reserves the right to select any of the fuel types at its discretion.
- 2) L1 will be decided based on the rate quoted in the Column no-(4) above. However, the successful bidder will have to match the prices of Column no-(5) and Column no-(6) with the least quoted values.

Signature of the Tenderer with Seal & Address

Date:

Date: \_\_\_

To The Director IIT Hyderabad

Sub: Limited Tender for hiring of a 22 seater/40 seater bus for internal transport at IIT Hyderabad. Ref: Tender Notice No. IITH/103/MS/Transport/2022, dated: 24/02/2022.

#### Sir,

I/We hereby offer to supply the specified vehicles in the desired number on a monthly hire basis, and hereby accept all the terms and conditions of your Tender. Further, I/We agree to abide by the terms & conditions of the Tender Notice and hold our bid open and valid till 90 days from the date of opening of the same.

2. I/We have understood and fulfilled Eligibility Criteria, General Terms and Conditions and Scope of Work, Technical Specifications and Special Conditions of Contract and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements of your Institute.

3. This bidding document of mine/ours consists of \_\_\_\_\_ Nos. of pages in total.

4. Bidding documents and submission of Tender have been duly signed and attached herewith.

5. I/We know that acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

#### Signature of Tenderer(s) with Stamp, Address

**Note:** The formats have been made available for the convenience of tenderers in word format in the document titled 'Annexure'. The formats may also be downloaded. No change should be made by the tenderers except filling-up details. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

#### PROFORMA CERTIFICATE FOR 'NO RELATION' WITH IITH EMPLOYEES

(To be submitted on Bidder's letter Head)

This has reference to our proposed contract for 'Tender for hiring of a 22 seater/40 seater bus for internal transport at IIT Hyderabad', to be entered into with Indian Institute of Technology Hyderabad.

- (i) I/We am/are not a relative/blood relation of any key managerial person of IIT Hyderabad.
- (ii) We are not a firm in which any key personnel of IIT Hyderabad or his/her relative is a partner;
- (iii) I/We am/are not a partner in a firm in which any key managerial person of IIT Hyderabad or his/her relative is a partner.

Place:

Date:

**Signature of Contractor**