

# Tender No. IITH/103/MS/Transport/2023, dated 18.01.2023

## **NOTICE INVITING TENDER**

Indian Institute of Technology Hyderabad invites online bids in a two-bid system for providing 40 seater bus services for transportation at IITH.

#### **Important Dates:**

S.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	18.01.2023	12:00 Hrs
2	Bid Submission Start Date	18.01.2023	12:10 Hrs
3	Pre Bid Meeting	24.01.2023	15:00 Hrs
4	Bid Submission Close Date	08.02.2023	15:00 Hrs
5	Opening of Technical Bids	08.02.2023	15:10 Hrs

**Pre Bid Meeting:** The prospective bidders may attend Pre Bid Meeting as per the schedule mentioned above, at M S Section, Room No. 222/B, Academic Block A, IIT Hyderabad, Kandi, Sangareddy- 502 284.

The Tender Document can be downloaded from <u>https://mhrd.euniwizarde.com</u> . OR Central Public Procurement (CPP) Portal <u>https://eprocure.gov.in/epublish/app</u> OR Institute website-<u>https://iith.ac.in/tenders</u>.

The bid is to be submitted online only through the E-procurement portal of **https://mhrd.euniwizarde.com** up to the last date and time of submission of tender.

**No manual bids will be accepted**. All quotations (both Technical and Financial) should be submitted online through E-procurement portal of <u>https://mhrd.euniwizarde.com</u>

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support - Phone No. 011-49606060. Mail id: - <u>helpdeskeuniwizarde@gmail.com</u>

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (https://mhrd.euniwizarde.com/)

## 1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <u>https://mhrd.euniwizarde.com/</u> by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user
- f) ID/password and the password of the DSC / e-Token.
- g) After registration send mail to Helpdesk: <u>helpdeskeuniwizarde@gmail.com</u> for Account activation.
- h) As per portal norms Registration Fee will be applicable.

### 2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

## 3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

# 4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

# 5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

# 6. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com , eprochelpdesk.06@gmail.com

3. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

4. The bid should be submitted through e-Wizard portal (<u>https://mhrd.euniwizarde.com/</u>) only.

# TENDER NOTICE FOR PROVIDING 40 SEATER BUS SERVICES FOR TRANSPORTATION AT IITH

(Tender Notification No. IITH/103/MS/Transport/2023, dated 18/01/2023)

- 1. The Director, Indian Institute of Technology Hyderabad, an autonomous Institution established by the Ministry of Education, Govt. of India invites online tenders for providing 40 seater bus services for transportation inside/outside its campus located at Kandi, Sangareddy District, Telangana.
- 2. Scope of Work: The vehicles being hired will be used for a maximum of 16 hours each day for transport mostly inside the campus. However, in exigencies of work, they may be used for local transport also. The daily trips of these vehicles should be carried out as per the schedule approved by the Institute. As of now, the Institute required six vehicles, however, the Institute reserves the right 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.
- 3. **Period of Contract:** The contract will be for a period of one year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The IITH may renew/extend the contract to such further period (s), as it may deem proper and in any case not exceeding three years from the date of commencement of work, having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.

## 4. Estimated Contract Value: Rs.1,35,00,000/- per annum.

- 5. **Bid Validity Period:** The bids will be valid for a period of 90 days.
- 6. **Signing of Contract and Commencement:** The successful bidder should enter agreement with IITH on a Rs.200/- Non-judicial stamped paper within 10 days from the date of award of contract. The services are to be started within 15 days from the date of award of contract.
- 7. **Eligibility Criteria:** Technical Details should be provided in the prescribed format i.e. **Annexure I** which should inter alia contain the following:
  - a. Bidder should furnish the following documents along with the bid:
    - i.Firm Incorporation Certificate under relevant law, such as Companies Act and/or Shops & Establishment Act., etc.

ii.PAN, GST details.

iii.Valid licenses under Contract Labour Act, EPF, ESI.

iv.In case of partnership firm, full name and address of each partner along with certified copies of registered partnership deed is to be submitted. In case of proprietorship firms, full name and address of proprietor along with certified copy of trade license.

b. Bidder should have the minimum experience of 3 years as on the date of this notice in the field of providing passenger transportation services to **Centrally Funded Institutions viz. IITs/IIMs/IISc/NITs or MNCs or organization of repute (at state or national level)**. Name, address / contact details of the present and past clients to be provided with a copy of the experience certificate/satisfactory completion certificate in the client's letterhead to be enclosed with the technical bid. The Experience and satisfactory certificate should contain number of buses provided by the contractor and value of the work.

c. Those bidders having experience with IITH during the period 01.01.2017 to 31.12.2021 should mandatorily obtain experience certificate from IITH and include the same in their bid, failing which the bid stands disqualified.

The minimum required period and value of the contract executed as detailed below, to be submitted along with supporting documents.

Three (03) similar contracts of at least 40% of the estimated cost i.e. Rs. 54 lakh each in the last 5 years

OR

Two (02) similar contracts of at least 50% of the estimated cost i.e. Rs. 68 lakh each in the last 5 years

#### OR

One (01) similar contract of at least 80% of the estimated cost i.e. Rs.1.08 crore each in the last 5 years

d. The Average Annual Turnover from the similar service should be at least 50% of the estimated cost i.e. Rs.1,35,00,000/-, in the last three financial years 2019-20, 2020-21 and 2021-22. The bidder should submit their Income Tax Return (ITR) of last three financial years i.e., Financial years 2019-20, 2020-21 and 2021-22 along with financial statements duly audited / CA certificate for the last three years i.e. up to 31.03.2022.

e. The Bidder should have a Registered/Branch office preferably in Hyderabad/Sangareddy. In case of non-presence of the office in the successful bidder shall submit a declaration stating they will establish the same within 1 month of award of contract.

f. The Bidder should have at least 20 drivers on their payroll. All the bidders should submit copies of quarterly returns of EPF and ESI with respect to such personnel along with a self-declaration.

i. The bidder should furnish the following declarations

ii. Letter of Consent (Annexure-C)

iii. No Relationship declaration (Annexure-D)

iv. Declaration regarding Clean Track/No Legal actions (Annexure-E)

g. The participating bidder shall make the site-visit on any working day between 10:00 hrs. to 17:00 hrs., and ascertain the nature of the contract and actual site conditions before tendering and furnish a site visit certificate obtained from the In-charge of the Transportation Cell, IITH.

h. The bidder should also furnish the Biodata of the Supervisors and drivers to be deployed on site.

8. **Earnest Money Deposit:** EMD of Rs.2,70,000/- (Rupees Two Lakh Seventy Thosuand Only) in the form of Insurance Surety Bonds/Account Payee/Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/ Bank guarantee or payment online from any scheduled bank in the name of "Director, IIT Hyderabad" valid for 180 days from the date of or Online Payment through the e-Procurement portal mapped to IIT

Hyderabad Account. The Scan Copy of the Bank Guarantee /Proof of Payment made online to E-Wizard Portal should be submitted along with technical bid.

a) The original document (other than online payment) should be posted/couriered/given in person to the Management Services Section of IIT Hyderabad (A-222B, Academic Block-A, IIT Hyderabad, Kandi, Sangareddy-502284) on or before opening of Technical Bid. In case of non-receipt of original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected.

b) The firm registered with NSIC/MSME must furnish proof of registration along with their quotation failing which the bid will not be considered.

c) Exemption from submission of Bid Securing Declaration against valid and relevant NSIC /MSME Certification is permitted, however it shall be subject to scrutiny by the IITH and if during scrutiny, it is found that the NSIC Certificate is invalid and/or irrelevant, then that bid is liable to be rejected as "not-accompanying EMD". Therefore, Bidders claiming exemption from EMD/Bid Securing Declaration against NSIC certificate, should ensure the same carefully, while submission of their bids.

d) Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

- i. The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Performa invoice of their principals for this tender.
- ii. The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 7 days of award of contract.
- iii. Bids submitted without Bid Securing Declaration / relevant MSME/NSIC Certificates will be rejected & no correspondence in this regard shall be entertained.
- 9. **Performance Security Deposit:** For due performance of his/their obligations under the contract, during the validity, the successful bidder should deposit a Security Deposit equivalent to **3% of annual contract value**, which will be free of interest, before commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute, from any of the Nationalized or scheduled banks. The security deposit will be forfeited in case of the breach of contract. After successful completion of the contract, the security deposit will be refunded without interest within 60 days after adjusting dues if any to the IITH from the Contractor.

#### 10.Bid Submission Process: The bids are to be submitted online in a two-bid system.

a) The online Envelop clearly marked as **"Technical Bid – Envelop -1"** shall contain all the scan copies of the original documents of **Technical Bid.** The Technical Bid should be accompanied by scanned copies of the documents required under the said Bid including the duly signed tender document. The format of Technical Bid is attached at **Annexure-A**.

- b) **The "Commercial Bid Envelop-2"-** shall contain the **Price Bid.** After verification of Technical Bid, Price Bid of those bidders who qualify the Technical Bid stage, will be opened after intimating the date and time to the technically qualified bidders. The format of Price Bid is attached at **Annexure-B**.
- c) Failure to comply with these instructions renders the tender/bid automatically disqualified.

# **11.Technical Evaluation Process:**

The Technical evaluation will be for 60 marks and based on the following scheme.

Sl.No.	Criteria	Evaluation unit	Marks	Documents to be submitted
1	Experience of the Bidder in the transportation field from 2015 onwards	Years of experience	2 marks for each completed year Maximum 10 Marks	List of work orders and Completion certificate/ credentials from such clients from 2015 onwards
2	No. of contracts where services have been completed or engaged in which: Three (03) similar contracts of at least 40% of the estimated cost i.e Rs. 54 lakh each in the last 5 years <b>OR</b> Two (02) similar contracts of at least 50% of the estimated cost i.e Rs. 68 lakh each in the last 5 years <b>OR</b> One (01) similar contract of at least 80% of the estimated cost i.e Rs.1.08 crore each in the last 5 years	No. of contracts	2 marks for each single operation/site (as mentioned in criteria) Maximum 10 Marks	Details of work order / contract for each all self- attested documents shall be provided
3	The Average Annual Turnover from the similar service should be at least 50% of the estimated cost i.e. Rs.1.35 Cr in the last three financial years 2019-20, 2020-21 and 2021- 22.		6 marks for required turnover and 2 marks each for additional 25 lakhs Maximum 10 Marks	Copies of financial statements of last three years duly certified by CA.
4	No. of drivers with dress code (minimum 20 drivers)	No. of drivers	6 marks for 20 drivers and 2 marks each for additional 5 drivers Maximum 10 Marks	Document in support of No. of employees on Bidders payroll , EPF, ECR copies (for the last 6 months) and corresponding registrations with labour Law authorities or any other document in support

5	Number of owned buses not older than 2019 model	No. of owned buses	2 marks for each bus but maximum 10 marks	Copies of valid licenses, permits, RCs and insurances to be submitted as a documentary proof.
6	A Complete Software solution for Schedule planning, Live Tracking, Real time visibility dashboard and report generation (All vehicles equipped with GPS system)		10 Marks	Invoice/ Agreement with software vendor
Total N	Marks		60 Marks	

Note: 1) The minimum qualifying marks in technical evaluation shall be at least 40. Proposals not securing a minimum of 40 marks in technical evaluation shall not be considered for financial evaluation. In case, on technical evaluation, minimum numbers of at least three bidders are not shortlisted for financial Evaluation, minimum marks as mentioned above be reduced by the committee.

Note: 2) The marks obtained in the technical evaluation will only serve for screening the agencies for financial evaluation and will not form the criteria in the final evaluation for selection of the agency

12.Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be summarily rejected. The bidders shall declare in writing that neither he nor any of them is, in any way related to any Faculty/officer of the rank of Under Secretary or above in IIT Hyderabad. The Director, IIT Hyderabad, reserves the right to reject any or all the tenders or to accept them in part or reject the lowest tender without assigning any reasons.

Sd/-Registrar

### **GENERAL TERMS AND CONDITIONS**

- 1. The bidder should be based at Hyderabad/Sangareddy or have its office in Hyderabad/Sangareddy. In case of non-presence of the office in the successful bidder shall submit a declaration stating they will establish the same within 1 month of award of contract.
- 2. The bidder 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 Technical Bid. If the vehicles are not presently in the tenderer's name and in the event of his being the successful bidder, the bidder should submit an affidavit duly attested by a Notary stating that, he will get these vehicles transferred to his name before supplying them to IIT Hyderabad.
- 3. The Tenderer will be black-listed and debarred from participating in any future tendering processes at IIT Hyderabad for a period of two years if the tenderer withdraws or alters his tender or backs out after opening of the bids or during the validity of the tender/bid.
- 4. The rates quoted in the Financial 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.
- 5. The tender shall be signed by the authorized person and his / her full name and status be indicated below the signature along with an official stamp of the contracting agency.
- 6. The successful bidder should provide only the specified type of vehicles which are in good running condition and not older than 2019 model.
- 7. 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 etc.
- 8. The tenders of the contracting agencies not in possession of valid statutory sanctions / registrations / permits/ insurances are liable to be summarily rejected.
- 9. The successful contractor shall set up GPS system in all vehicles and shall provide a software solution for Schedule planning, live tracking, real time visibility dashboard and report generation. The cost for this setup should be borne by the contractor only.
- 10. The Contractor is required to post his authorized representative/qualified field officer with computer knowledge at the site of the work who shall receive the instructions from the Officer to be nominated by the Director of the Institute from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.
- 11. The successful contractor shall supply the required number of specified vehicles together with the required number of drivers and relievers daily i.e. seven days a week including Sundays and Holidays. The successful contractor should deploy his representative/field officer at IITH, whose wages shall not be less than the minimum wages under the skilled category. These wages are to

be borne by the contractor from their hire charges. The hire charges quoted by the bidder should be inclusive of all expenses of the vehicles, field officer and their drivers [including buffer/additional drivers if any] except 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** <u>exclusive of GST</u>.

- 12. The contractor or his representative/field officer should always be available at the work site during the course of his work. It is the responsibility of the contractor or his representative/field officer to prepare the schedules of the vehicles, execution of schedules and implementation of other instructions issued from time to time.
- 13. The contractor shall be responsible for arrangement of sign boards in the bus like Bus No./Route No./Route Names for example: Bus No.1, Via: Hostel etc.
- 14. 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.
- 15. The vehicles being hired will be used for a maximum of 16 hours each day for transport mostly inside the campus. However, in exigencies of work, they may be used for local transport also. The daily trips of these vehicles should be carried out as per the schedule fixed by the Institute.
- 16. The contract can be prematurely terminated by either party by giving an advance notice of three months and after expiry of the notice period.
- 17. 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 **Six vehicles**. However, the Institute reserves the right 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.
- 18. Generally, the vehicles will be required to commence their daily service at the Institute sharp at 7:00 A.M. However, the schedule of trips is subject to change according to the requirements of the Institute. In case buses/drivers do not report on time or do not report at all, the IITH would have the right to hire a vehicle from the market and the additional cost incurred by the IITH will have to be borne by the contractor and the same will be deducted from the monthly bill.
- 19. The bidder 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.
- 20. The bidder shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of IIT Hyderabad.
- 21. The bidder 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 as per

the RTA rules and regulations of Telangana state, 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.

- 22. There will be no dead mileage for vehicles deployed on a monthly basis. The kilometerage 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.
- 23. The bidder shall provide immediate replacement for the breakdown vehicle with the same type of vehicle at his own expense.
- 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, and be courteous to the users of the vehicles. The contractor 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 bidder and demand replacement of the delinquent driver. The contractor shall comply with the demand immediately.
- 25. The bidder 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. 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 of the service and close of the service. IIT Hyderabad may demand this logbook at any time for inspection.
- 27. The bidder 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 bidder will intimate the details of the replacing vehicle or driver to the Institute in advance. In case the bidder 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.
- 28. 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.
- 29. 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.
- 30. **Penalties:** A point system will be in operation under which operational failures, depending on type and frequency, will entail point penalties. The liability of the contractor will not only be in terms of these points but also to the extent of the recommendations of the institute. Every point will entail a financial obligation of Rs. 1000/-on the part of the contractor subject to a maximum of Rs. 1,00,000/-or 15% of the gross payment (per each bus) to the contractor/bidder in a month, whichever is less.

#### **Penalty points** SI.No. **Particulars** (units) per day Low Responsiveness (Not resolving the complaint within 1 20 2 days) Unprofessional behavior/improper hygiene of driver or 2 20 lack of cleanliness in Bus Late arrival or early departure 20 3 Complaint about different type of facilities not working 4 20 properly in the Bus Complaint about non wearing of specified uniform by the 5 10 Driver Change of Bus without the consent of the Institute's 30 6 administration Rough/rash driving reported 50 Misbehavior by contractor's employees with IITH 8 50 students/faculty/staff members/Guests/Visitors etc. Non function of Lights/Horn etc., 9 10 Going for fuel filling in scheduled time 10 10 Missing trips 11 01 Late reporting of field officer/drivers 12 10 10% of the gross payment of that Bus of that month 13 False Billing for regular billing 30 14 Violating any other terms of the agreement.

# **POINTS ALLOCATION:**

- 31. For all intents and purposes, the agency shall be the "Employer" within the meaning of different Labour Legislations in respect of drivers/other staff so employed and engaged at IIT Hyderabad site. The Drivers/staff 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 bidder 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 bidder alone is responsible to redress the grievances /resolve disputes relating to drivers engaged by them at IIT Hyderabad/outside the campus. IIT Hyderabad shall, in no way, be responsible for settlement of such issues.
- 33. The drivers deployed by the bidder shall not collect any money from the users of the vehicles in any form or on any pretext like fare, tip, chai-pani, donations 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, water charges 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 an 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.200/- or as per the prevailing requirement, the cost of which will be borne by the contracting agency.
- 39. The successful tenderer will have to deposit a security deposit for an amount equivalent to 3% of the total contract value in the form of **Performance Bank Guarantee** (PBG) from any nationalized Bank in favour of the Director, IIT Hyderabad. The PBG shall cover the entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If the contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period.
- 40. *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. Arbitration:

a. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitrator to be appointed by Director, IIT Hyderabad.

b. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, Director IIT Hyderabad shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

c. The expression Director, IITH shall mean and include an acting/officiating Director.

d. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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# **ANNEXURE-A**

#### TECHNICAL BID A. Documents/details to be mandatorily submitted: -

| S. No. | Particulars                                                                        | Fill in the details | Submitte<br>d? (Y/N) | Pg.<br>No. |
|--------|------------------------------------------------------------------------------------|---------------------|----------------------|------------|
|        | Name of Firm/Tenderer/Company                                                      |                     |                      |            |
| 1      | (in block letters)                                                                 |                     |                      |            |
| 1      | [Firm registration certificate to be                                               |                     |                      |            |
|        | attached]                                                                          |                     |                      |            |
| 2      | Permanent Address &                                                                |                     |                      |            |
|        | Telephone No.                                                                      |                     |                      |            |
|        | Full Postal Address,                                                               |                     |                      |            |
| 3      | Telephone/Fax No.                                                                  |                     |                      |            |
|        | E-mail:                                                                            |                     |                      |            |
|        | Details of infrastructure, persons                                                 |                     |                      |            |
| 4      | employed, and                                                                      |                     |                      |            |
| 1      | number of offices/branches available                                               |                     |                      |            |
|        | [Attach separate sheet]                                                            |                     |                      |            |
| 5      | Name of the bank, address, account                                                 |                     |                      |            |
| 5      | number, IFSC code                                                                  |                     |                      |            |
|        | Bidder should have a Registered/Branch                                             |                     |                      |            |
|        | office at Hyderabad.                                                               |                     |                      |            |
| 6      | [proof to be attached]                                                             |                     |                      |            |
| U      | (If not, a declaration stating that the                                            |                     |                      |            |
|        | bidder will establish the same within 1                                            |                     |                      |            |
|        | month of award of contract)                                                        |                     |                      |            |
| 7      | PAN No. [copy to be attached]                                                      |                     |                      |            |
| 8      | GST No. [copy to be attached]                                                      |                     |                      |            |
|        | Valid labour license issued by the                                                 |                     |                      |            |
| 9      | State/Central Labour Department under                                              |                     |                      |            |
| ,      | Contract Labour Act duly attested by the                                           |                     |                      |            |
|        | Contractor. [copy to be attached]                                                  |                     |                      |            |
| 10     | EPF Registration                                                                   |                     |                      |            |
|        | [copy to be attached]                                                              |                     |                      |            |
| 11     | ESI Registration                                                                   |                     |                      |            |
|        | [copy to be attached]                                                              |                     |                      |            |
|        | Documents in support of no. of employees                                           |                     |                      |            |
| 12     | on bidders pay roll, EPR, ECR copies for                                           |                     |                      |            |
|        | the last 6 months[copy to be attached]                                             |                     |                      |            |
|        | EMD (Transaction ID and Date) [copy to be                                          |                     |                      |            |
| 13     | attached] in case of offline payment original                                      |                     |                      |            |
| 10     | document should reach on are before                                                |                     |                      |            |
|        | opening of Technical bid.                                                          |                     |                      |            |
| 14     | Annual turnover during last 3 financial                                            |                     |                      |            |
|        | years i.e. FY 19-20, 20-21 and 2021-2022                                           |                     |                      |            |
|        | [CA certificate to be attached]                                                    |                     |                      |            |
| 15     | Experience as per Eligibility criteria<br>[Experience certificates to be attached] |                     |                      |            |
| 16     | Declarations as per formats Annexures-C,<br>D, E &F [Copy to be attached]          |                     |                      |            |

|    | Income Tax Returns (for the last thee<br>Financial years) FY 19-20, 20-21 and 21- |  |
|----|-----------------------------------------------------------------------------------|--|
|    | 22 [copies to be attached]                                                        |  |
|    | Number of owned buses not older than                                              |  |
|    | 2019 model [copies to be attached]                                                |  |
| 18 | Any other relevant information                                                    |  |

I/We certify that the above information is true to the best of my/our knowledge and I/We do not have any relative of the rank of Under Secretary or equivalent working in IITH.

Signature of the Bidder along with Seal

# B. Details of Experience: Should be furnished in the following format-

Name of the client and full Period Value of S. No. Official e-mail id of Pg. No. address contract From То the client 1 2 3 4 5 6

Experience as on last date of submission of bid:

**Important:** Only certificates issued by the clients on their official letter head with date of issue and containing requisite details will be considered the certificate should contain the number of rooms in the Guest house. Copies of work orders, agreements, extension letters and bills will not be considered.

Signature of the Bidder along with seal

Date:

**Note:** Bidders have to fill all the details in Annexure-A (information, submission status and Pg. No.) and furnish the supporting documents for the points mentioned in Annexure-A (PREFERABLY IN A SINGLE PDF FILE).

# Annexure "B"

# (On the official letter head of the bidder)

# PART – II: PRICE BID

Providing 40 seater bus services for transportation at IITH.

The Excel sheet containing format of Price bid has been uploaded in the MHRD Portal. The bidders have to fill all the details and upload the same.

Annexure-C

# Letter of Consent and bid submission (To be submitted on Bidder's letter Head)

Date: \_\_\_\_\_

To The Director IIT Hyderabad

Sub: providing 40 seater bus services for transportation at IITH. Ref: Tender Notice No. IITH/103/MS/Transport/2023, dated: 18/01/2023.

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. As advised, a Self-Declaration is hereby enclosed in lieu of Earnest Money Deposit. I/We fully understand that I/We shall be blacklisted and debarred from future tendering process at the IIT Hyderabad if:-

- i. I/We do not execute the contract documents within 7 (seven) days after getting information from IITH, or
- ii. I/We do not commence the work within 15 (fifteen) days after award of the contract to us from IITH,

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

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

6. 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 'providing 40 seater bus services for transportation at IITH, 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.

Signature of Contractor

Place:

Date:

Annexure-E

#### **SELF-DECLARATION IN LIEU OF EMD** (To be submitted on Bidder's letter Head)

Date: \_\_\_\_\_

To The Director, IIT Hyderabad.

Sub: providing 40 seater bus services for transportation at IITH.

Sir(s),

I/We, the undersigned, hereby declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration In lieu of Bid Security Amount i.e. EMD.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, such as under.

a) withdrawing/modifying/amending, impairing or derogating from my/our Bid during the period of bid validity specified in the form of Bid; or after acceptance of our Bid by the Institute;

b) failing or refusing to execute the contract, if required, or failing or refusing to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

| Signed:<br>In the capacity of:                                                       |                                | ose name and capacity are shown)<br>signing the Bid Securing Declaration) |  |
|--------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------|--|
| Name:                                                                                | (insert complete name of perso | on signing the Bid Securing Declaration)                                  |  |
| Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) |                                |                                                                           |  |
| Dated on                                                                             | day of                         | (insert date of signing)                                                  |  |
|                                                                                      |                                |                                                                           |  |

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.