

Institute of Infrastructure, Technology, Research And Management
Ahmedabad

Date: 24/08/2023

Tender No.: 2023/17

e-Tender

BID FORM for Providing Bus on Contract Basis with Driver

Dear Sir/Madam,

The Institute of Infrastructure, Technology, Research And Management (Institute) invites quotations for Providing **Bus on Contract Basis with Driver (inclusive of fuel)** under **“two bid system in e-tender format.”** Interested parties who wish to participate in this e-tender may obtain the tender documents from Institute website www.iitram.ac.in or from <https://education.nprocure.com>. Bidders have to submit the technical documents / EMD through RPAD, speed post or in person till the last date and time prescribed for submission at the office of the Institute of Infrastructure, Technology, Research And Management, Near Khokhra Circle, Maninagar (East), Ahmedabad-380026. **Financial bid is to be submitted in electronic form only on n-procure site. (<https://education.nprocure.com>)** Tender sent by other means will not be accepted in any case.

Important Information

Date of issue	24/08/2023
Tender Fee	Nil
EMD	Rs. 1,50,000/-
Last date of online bid submission	21/09/2023 till 17:00 hrs.
Last date of physical bid submission	22/09/2023 till 17:00 hrs.
Opening of technical bid	25/09/2023 at 13:00 hrs.
Date and Time of Opening of Financial Bid	To be announced later
Tender inviting Authority and address	The Registrar, Institute of Infrastructure, Technology, Research And Management, Near Khokhra Circle, Maninagar (East), Ahmedabad- 380026 Phone- 079 67775488, 67775499
Bid Validity	90 days from opening technical bid

1. Eligibility Criteria:

1. The firm should have registered with the statutory authority as prescribed in law.
2. The firm should have minimum financial turnover in last three years for providing vehicle services as below:
One similar completed work costing Rs. 30 lakh OR
Two similar completed work costing Rs. 15 lakh OR
Three similar completed work costing Rs. 12 lakh
3. Firm should attach last three years income tax returns along with bid.
4. The Firm should have provided 2 vehicles in a day to single Government/Semi Government agency. The firm should provide support letter.
5. The firm should have exposure of providing vehicles for daily routine work of at least 2 years with single Government / Semi Government agency. The firm should provide a certificate of satisfactorily completion of work.
6. **The firm should have at least 2 buses registered under firm / owner's name.**

2. Terms of Contract:

1. The vehicle should comply with emission standards laid down by competent authority and statutes. The vehicle should comply with all pollution control regulations and norms.
2. It will be the responsibility of the Bidder to provide well-dressed driver with a valid license, with clear antecedent and mobile phone in working condition. The drivers must carry valid driving license while on duty.
3. The Bidder will have to replace the driver or/and vehicle, if Institute is not satisfied with the service of the driver or the vehicle, as the case may be.
4. The Bidder will have to make prompt arrangement for alternative vehicle in case the engaged vehicle goes out of order or breakdown.
5. In actual operation there is no objection to deployment of vehicles as stop-gap at no extra cost to Institute in case of any breakdown of existing vehicle, being used by Institute.
6. No private registered vehicle should be included and the same will not be allowed to use after award of contract.
7. The Bidder should have proper office with minimum one Telephone (LL) / Fax so that can be contacted at any time. The Bidder should give their own and residential telephone number/ contact person(s) name in the tender document.
8. The Bidder must provide one Mobile phone number in case of any emergency need of Institute.

9. In case of injury or loss of life to Staff/Officers while traveling in vehicle on contract, bidder shall make arrangements to pay suitable compensation in accordance with law for the time being in force to each and every one of our affected staff or their heirs depending upon the merits of each individual case. Insurance claim settlement shall be time bound and the sole responsibility of the bidder. In case of any third party claim against Institute for any act of the employees of the bidder, the bidder shall act as guarantor and indemnify Institute to the extent of all claims and expenses.
10. In case of accident, when need arises, the bidder will provide other vehicle within half an hour.
11. This contract is initially for two years wherein first three months will be considered as a probation period. The contract may be renewed on expiry for one or two years at the sole discretion of Institute on the same terms and conditions subject to the satisfactory performance of Bidder.
12. Rates may be reviewed in case of major change in Government levies and fuel price and revision, if any, will be proportional to such revision in rates, as determined by Institute. During the contract period first one year, no increase in rate will be permissible.
13. Actual parking charges, toll taxes / inter-state taxes for journeys will be reimbursed on production of the actual bill/receipt along with the hiring charges bill.
14. Time and kilometer will be calculated from actual reporting point to the desired destination (not from garage to garage).
15. In general the agency has to supply vehicle for all the days as per schedule given by Institute. However, Institute has all right to use vehicle, if needed on any other day and for any time and duration required.
16. Institute can use the vehicle for traveling across the State. During outside destination, arrangement of accommodation of driver, food, parking of vehicles will be arranged by the agency and Rs. 300/- will be given as night halt charge by Institute.
17. No permission will be granted to use vehicle deployed at Institute for other than work of Institute.
18. The drivers shall not be treated as employees of Institute under any circumstances. The Bidder shall ensure that all statutory obligations, if any, with respect to the employees are fully complied at bidder's cost.
19. The bidder has to pay the prevailing minimum wages as fixed by the Labour Department, Government of Gujarat to all the staff deputed by the bidder. No responsibility related to this lies on this Institute. Moreover, contractor has to follow the laws of Indian Government / Gujarat Government in this regard.
20. The vehicles to be supplied always be in excellent condition mechanically as well as getup wise i.e. outer look / upholstery etc. should be decent looking and well maintained.

21. It will be sole responsibility of the driver of the deployed vehicles to maintain the log books of the individual vehicles along with the proper signature of the designated authority.
22. The drivers of the vehicle shall obtain signature of the user on the duty slip, immediately after every duty is performed.
23. The bidder shall be solely responsible for full compliance with the provisions of the "Sexual Harassments of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment is received against the drivers, deputed by the bidder, the complaint will be referred to the appropriate Committee constituted under the said act. The bidder shall be responsible for educating its employees about prevention of sexual harassment.
24. The bidder must provide police verification certificate for the drivers deployed at Institute.
25. The bidder shall maintain the copies of updated records of all the drivers after verification of originals such as photograph of driver, driving license, present home address, self attested copies of the ID proof / address proof of the drivers and contract details / address of the family members.
26. Institute at its sole discretion, stop the services of any or all vehicles deployed by agency with prior intimation (24 hours in advance) accordingly payment shall be deducted on prorata basis. During vacation / long holidays services may not be availed and accordingly payment shall be deducted on prorata basis.
27. In case of breach of any traffic rule by the Driver while on duty and any fine, legal procedure followed by the Police regarding same, all the responsibilities lies with the Bidder. In such event, bidder shall have to arrange for alternate vehicle immediately.
28. The vehicles deployed at Institute must have adequate amount of fuel in the fuel tank. Refueling during duty hours will not be allowed.
29. The bidder shall display Institute placard to received Institute staff / guests / user / traveler / officials from the Airport / Railway Station.
30. The bidder shall assign a supervisor who shall be responsible for immediate interaction with Institute so that optimal services could be availed without any disruption. The supervisor should be available round the clock on his own direct telephone (office as well as residence) so as to respond to the call for services in emergent cases. The supervisor should be accessible on holidays / Sundays also for satisfying Institute vehicle requirement.
31. The decision of the Institute in regard to interpretation of the terms and conditions shall be final and binding on the bidder.

3. General Conditions for Bid:

1. The tenders received after the prescribed time limit shall not be taken into consideration.
2. The Bidder shall have to put initials at any correction made and on each page of the tender.
3. No conditional tenders shall be accepted and such tenders shall be treated as rejected.
4. Institute is neither responsible nor liable to pay any compensation for injury/death caused to your operating staff in the event of any accident on your duty. You will make your own arrangements to meet such eventualities as per the existing Government rules/regulations.
5. The Bidder shall comply all the laws, rules, regulations applicable to him in respect of his staff and any breach thereof shall render the contract liable to cancellation. The Bidder shall be solely responsible to comply with all the provisions of Motor Vehicles Act and all other laws, rules, guidelines, etc. as applicable from time to time in respect of plying of vehicles.
6. The rate quoted by the service provider shall be inclusive of operational maintenance, fuel oil, wages, insurance taxes, levies and other charges as may be levied by the Government, Local Bodies and other agencies and the incidentals.
7. Goods & Service Tax (GST) will be applicable as per GST norms.
8. All pages of the Tender Document should be duly initialed and stamped in token of having read and understood all terms and conditions and implication of thereof.
9. Institute will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time.
10. Any litigation will be subject to the jurisdiction of the appropriate court at Ahmedabad only.
11. Failure by the Bidder to comply with any statutory requirements and terms and conditions of this Tender during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender by Institute. In such a case, the security deposit will also be forfeited.
12. The terms and conditions of the tender are binding to the Bidder and Institute.
13. If the service provided by the Bidder is not found to be satisfactory as per Terms and Conditions of the contract Institute reserves the right to terminate the contract without assigning any reason.
14. Duty slip having signature of competent authority must be submitted along with the bill for each trip otherwise the bill will not be sanctioned.
15. Institute shall have absolute right to accept any tender or to reject all the tenders without assigning any reason. This also includes to accept or to reject a tender of the lowest rates.

16. No Bidder shall withdraw offered rates after the tender is opened. If a Bidder does so, his tender deposit shall be forfeited and such Bidder shall be considered ineligible for work/contract in future.
17. The tender deposit of the Bidders other than whose tender rates are accepted and the tenders offering rates in subsequent serial member shall be refunded within one month. The tender deposit of the Bidder whose rates have been accepted and the L2 Bidder shall be refunded after the L1 Bidder deposits necessary "Security Deposit" and accept the award of contract.
18. **Security Deposit:** The successful Bidder shall be required to submit security deposit of Rs. 1,50,000 (one lakh fifty thousand) within 10 (Ten) days of receipt of the notification of award of contract. Security Deposit can be submitted in any one of the forms (1) D.D. of any schedule bank (2) Bank Guarantee of nationalized bank or bank approved by finance Department GR no. EMD/10/2013/655/DMO Dtd. 31/03/2014 (3) FDR of nationalized bank. DD and BG is required to submit in favor of the "The Registrar, IITRAM" payable at Ahmedabad. The Performance Security should remain valid for a period of 60 days beyond the date of all contractual obligations including warranty obligations.
19. If the Bidder fails to comply with the above requirements within the said period the earnest money already deposited by bidder shall be applicable for forfeiture and Institute shall avail the services required at the risk and cost of the successful Bidder. In such case, L2 Bidder may be asked to deposit Security Deposit and the contract may be awarded to him at the discretion of the Institute.
20. The contract binds the heirs, executors, administrators and successors and permitted assigns of the service provider with respect to all covenants herein, and cannot be changed except by written consent signed by the Institute.
21. The rates of the tender shall consider being in force for 90 days from the date of opening of the tender and during this period, the Bidders cannot withdraw offered rates. For the interpretation of the time, the provisions of the Indian Limitation Act shall be applicable.
22. The written intimation regarding sanctioning the rates mentioned in the tenders shall be made to the concerned Bidder. Generally, intimation shall be made by e-mail / R.P.A.D. / U.P.C. post. Institute shall not be responsible for delay in receiving the post. Any other document as required by the Institute shall have to be produced within 3 (three) days.
23. Financial bid will be opened in online format of technically qualified bidders only.
24. If the firm is blacklisted by Central Government or State Government or any other Government body then its submitted tender will be rejected. It is essential for bidder to submit Annexure-II duly filled, signed, sealed & stamped, failing which the tender will be summarily rejected.

4. Penalty:

1. Penalty will be imposed @ 1.0 % of the value of bill per trip for delayed reporting on duties subject to maximum of 10% of the bill value.
2. In case the firm fails to provide vehicles as contracted on a particular day, the vehicles will be hired by the Institute from any other source and the difference between the rate of the firms accepted by the Institute and the rate on which the vehicle is hired will be recovered /adjusted from the bills of the firm due for payment by the Institute. Further penalty of Rs. 5000/- shall be levied for each such default.
3. Penalty will be imposed @ Rs. 100/- per occasion for (a) driver not in proper dress (b) no possession of requisite documents – RC Book, Insurance Policy, PUC etc. (c) no cleanliness of vehicle (d) non maintenance of log book on daily basis.
4. Non-submission of bill by 10th day of every month will attract a penalty of Rs. 5000/- per monthly bill.
5. Any amount outstanding for any reason from the agency shall be recovered from the amount of their pending bills and the security deposit. If even after this recovery, any amount of recovery is pending interest at the rate of 12% per annum shall be recovered on it and the agency shall be fully responsible for that. If the Institute is compelled to resort to any legal proceedings in this respect, the expenditure incurred by the Institute for the legal proceedings shall be recovered from the agency. If conditions of these tenders are violated, the Institute can forfeit full amount of this security deposit or some of its portion as fine or for recovery of loss on account of any dues of the tender without prejudice to its right to take any other legal action (including cancellation of the tender). The agency shall have to remit the forfeited amount forthwith. After the sanction of the tender if the Bidder fails to deposit the amount of the Security Deposit within the prescribed time limit, the amount of the Tender Deposit shall be forfeited and any additional expenditure that may have to be incurred due to such failure, shall be recovered from the agency and the agency shall be disqualified for any future work. Any amount outstanding from the agency for any reason shall be recovered from his pending bills and the amount of the security deposit.

5. Submission of Bid:

1. This Tender document can be downloaded from website www.iitram.ac.in or from <https://education.nprocure.com>. The filled in/complete in all respect tender document must be submitted with EMD in the form of Demand Draft in separate cover in favor of the Registrar, Institute payable at Ahmedabad. Please mention tender number and name of bidder on back side of DD.
2. The bidder has to submit the tender in two parts viz, (1) Technical Bid and (2) Financial Bid / Price Bid.
3. **The bidder has to submit Financial Bid/Price Bid (Annexure-III) online only at n-Procurement website.**
4. The bidder has to submit the technical bid in two parts viz, (a) Technical detail and (b) EMD Cover in a single cover.

5. EMD cover shall contain DDs of EMD as per tender document.
6. Technical bid shall consist of technical details as per checklist. The duly signed tender form shall be submitted with this bid by the bidder.
7. Technical bid and demand draft should be sealed in different covers with the respective post-script on the cover and then both the covers should be sealed in a single cover.
8. Bidders have to submit all the required documents as mentioned in this e-tender in online and physical through RPAD, speed post or in person till the last date and time prescribed for submission. Bidders are required to submit index (in online and physical) showing the page numbers as per attached documents for each requirement of documents mentioned in this e-tender based on the documents attached by you. All the bidders are required to arrange & submit the documents as mentioned in the sequence of Index only. Bidders are instructed not to attach any unnecessary documents.
9. First of all, the technical bids will be opened.
10. Agency which is selected for the contract will have to sign the contract on the fixed format of Rs. 100 Non Judicial Stamp paper.
11. Unfinished or Conditional Tender will not be entertained.
12. The following documents are required to be submitted along with list of vehicles which will be supplied to Institute at least 3 days before the actual date of supply of vehicles for as specified by Institute.
 - R.C. Book (currently renewed from the registering authority)
 - Taxi permit (stating its number and validity period)
 - Vehicle full insurance (including passenger insurance, stating policy no. amount and Validity period)
 - Details of Paid R.T.O. Tax
 - Valid P.U.C. Certificate
 - Fast Tag

6. Evaluation of Quotations:

Institute will evaluate and compare the quotations determined to substantially responsive i.e. which are properly signed; and confirm to the terms and conditions, and specifications. The evaluation will be done for technically qualified bidders based on the following parameters:

1. L1 will be decided on basis of Total rate quoted for 2000 km per month for Bus Category-1 (Non-AC category). In case of tie for the said category, rates quoted for Buses Category-2 and 3 will be considered for further comparison according to Annexure-III.

7. Award of Contract:

Institute will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.

1. Notwithstanding the above, Institute reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to the award of contract without giving any reason.
2. The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the work order.
3. For the rates mentioned in the tender, if necessary, the (Lowest one) L1 Bidder shall be called for negotiations after intimating him in writing at Institute. The rates arrived at during such negotiations shall be binding to all the Bidders.
4. The period of the contract for providing vehicle(s) on hire shall be **two years** from the commencement of contract, wherein first three months will be considered as on probation. Before the completion of the period of the agreement it can be cancelled by issuing written notice of one month for any reason and the agency shall have no right to get any compensation. The contract may be extended for 01(one) or 2(two) more years after successful completion of contract period at discretion of the Institute.

8. Terms of Payment:

1. Payment will be made in Indian rupees only.
2. The final bill will be paid within 14 working days of the submission of the bill by the agency with all necessary documents. If the agency expects the amount of the bill by demand draft, the payment will be made after deducting the bank commission.
3. Goods & Service tax (GST) will be paid extra as applicable.

Address for submission of bid:

The Registrar,

Institute of Infrastructure, Technology, Research And Management,
Near Khokhra Circle, Maninagar (East), Ahmedabad- 380026.

Registrar