

**NATIONAL INSTITUTE OF DESIGN
KURUKSHETRA**

Tender Document

Contract for Hiring of Buses

Notice inviting Tender Contract for Hiring of Vehicles (Buses)

Sealed Tenders are invited under Two Bid system

Technical Bid (Part I: Un-priced) and Financial Bid (Part II: Priced) from reputed, experienced and financially sound company/partnership firm/agency for providing buses in excellent condition with dry lease basis to National Institute of Design, Kurukshetra for an initially period of one year (to be extended every year upto a maximum of 03 years), on mutually agreeable terms as well as Contract review basis at the end of contract:

Point to be noted: Hiring of Buses means (Inclusive of Diesel, Oil, Driver and Cleaner expenditure, Vehicle Maintenance Cost, Insurance, Road Tax etc.

Interested agencies can obtain the detailed tender document containing the terms and conditions against a written request on their own letter head from the office of Registrar, National Institute of Design, Umri, Kurukshetra against cash/submission of non-refundable Demand Draft/Banker's Cheque of ₹ 2000/- (Rupees Two Thousand only) drawn on any nationalized/schedule bank in favor of National Institute of Design, Kurukshetra payable at Kurukshetra on all working days (Monday to Friday) between 10:00 to 17:00 hours. The time schedule of tendering is specified below:

- Issue of tender document: 09/06/2018
- Fee of tender document: ₹ 2000/-
- Last date for submission of tender document: 22/06/2018
- Date & Time of opening of Technical Bid & Financial Bid will be intimated to the bidders by e-mail/Telephone/letter by the institute. Interested bidder may present at the time of opening bids.
- Earnest Money Deposit along with Technical Bid: ₹ 25000/- in the form of Demand Draft / Banker's Cheque only.
- Offer by e-mail or Fax will be summarily rejected.

Section – 2

Instructions to Tenderers & General Terms & Conditions of Contract

1.0 Terms & Conditions

National Institute of Design, Kurukshetra is a premier Government funded Educational Institution under the aegis of the Ministry of Commerce & Industry, Government of India.

- 1.1 The contract shall be a period of initially one-year subject to the successful review after completion of one year.
- 1.2 The tenderer should have the experience of providing vehicles to any Government department, Government approved body, Educational Institution(s), MNC etc.
- 1.3 All the vehicles must be 03 years old i.e. 2015 or latest model/ registration with specific make and model in NIT (Notice Inviting Tender).
- 1.4 The agency should have minimum annual turnover of ₹ 10.00 lacs each in the last three financial years. A copy of turnover certificate should be attached with the offer.
- 1.5 The vehicle should be duly insured and should carry necessary documents.
- 1.6 The documents submitted by the tenderers should be serially numbered along with an index.
- 1.7 All vehicle should carry first aid box, torch, stepony & tool box etc.
- 1.8 In case of any break down of vehicles on duty, it shall be the responsibility of the agency to provide a replacement immediately. If no replacement is provided on time, alternate arrangement will be made and the cost thereof will be deducted from the payment to be made to the firm.
- 1.9 Vehicles shall have to be made available on all days including Sundays and Holidays, if required. The firm/agency shall maintain the vehicles in good running condition at its own cost and shall also keep a valid pollution control certificate with the vehicles at all times.
- 1.10 The vehicles provided to the Institute should meet all the requirements of the RTO.
- 1.11 The drivers should be educated, able to read and write Hindi and English and possesses a valid driving license.
- 1.12 The driver should be well conversant with roads and routes of Kurukshetra, Chandigarh and Delhi, his operations and functions shall be governed as per motor vehicle Act and Rules.
- 1.13 The driver should follow the discipline at National Institute of Design, Kurukshetra during the duty period. The Institute will not

compromise towards punctuality, cleanliness, obedience, promptness, poor driving, negligent behavior etc. If the driver, at any time during the official duty, fails to perform duties as directed by the Institute, the security deposit will be forfeited and contract will be cancelled forthwith without any notice by the competent authority.

- 1.14 It will be the responsibility of the agency to provide drivers whose police verification has been done.
- 1.15 In case of absence of driver, the agency has to provide the substitute. If the agency failed to provide the substitute of driver/vehicle, a penalty as per penalty clause shall be imposed.
- 1.16 An undertaking to the effect that the firm has not been blacklisted/banned/suspended/debarred from any organization/institute and no case is pending with the police or in court of law against their name, duly notarized. If the same is found at any point of time in any circumstance, the contracted shall be terminated and performance guarantee shall be forfeited.
- 1.17 The buses would be de-hired during the vacations, for which notice will be issued to the agency by the institute and no payment for this period shall be made to the agency.
- 1.18 The agency should deploy cleaner/attendant in all the buses failing which penalty @ ₹ 500/- per day per person shall be imposed on the contractor. In case of frequent violation, the contract may be terminated by the Institute. The driver(s)/helper(s) deployed should not be below 18 years.
- 1.19 It is the responsibility of the agency to pay the wages to the driver, cleaner and attendant etc. as per the minimum wages act, as notified by the Ministry of Labor from time to time.
- 1.20 No manpower should be engaged exclusively for this contract; when the contract terminates there shall be no physical or normal pressure on the Institute; on grounds of “person displaced from job”. The Institute shall not entertain such claim.
- 1.21 Driver selected by the agency will be assessed by the Institute before his engagement is finalized.
- 1.22 In case of break down, the agency will be responsible for repair and maintenance of the vehicle and will arrange alternate vehicle within one hour. Institute will not pay any type of compensation for maintenance/damage of the vehicle.
- 1.23 The Institute will not be responsible for any loss, damage or accident of vehicles. The Institute will not be responsible for the injury to the driver or to any other third party. Any liability arising from damage

or legal expenses on this account shall be borne by the transport agency.

- 1.24 The color of vehicle should be **yellow for buses**. The vehicle should run with petrol/diesel. Vehicle with LPG etc., will not be accepted.
- 1.25 Every page of the tender should be signed by the authorized signatory signifying acceptance of all the terms and conditions.
- 1.26 It will be mandatory for all the bidders to quote for **all** the categories. In case any firm does not quote for any one of the categories then it will be considered **a technical unsuitable bid**.
- 1.27 The tenderer/firm should have PAN number and should attach a copy of the same.
- 1.28 The tenderer/firm should have the Income Tax returns for the last three (03) years and should attach a copy of the same.
- 1.29 The agency shall maintain office and adequate staff and telephone facilities round the clock to facilitate communication. It is mandatory that the driver will also be provided with mobile phone by the agency.
- 1.30 Any act on the part of tenderer to influence anybody in the Institute is liable for rejection of the tender.
- 1.31 The agency selected shall have to execute an agreement on a non-judicial stamp paper of ₹ 100/- or above with the Institute.
- 1.32 Tenders/bids not confirming to the requirements will be rejected and no correspondence thereof shall be entertained whatsoever.
- 1.33 Toll tax, entry tax, permit fee etc., if any, for crossing border, parking charges will be borne by the Institute for which original receipts should be submitted. The Institute will not be liable to pay any penalties for failure of the operator to conform to any statutory rules. The Institute will not pay any penalty for violation of any rules.
- 1.34 Any relaxation in the terms and conditions will be at the sole discretion of the Director, National Institute of Design, Kurukshetra.
- 1.35 The Institute is not bound to accept the lowest rates and reserves the right to accept tender in whole or in part or can reject it entirely without assigning any reason.
- 1.36 The vehicle can be de-hired at any point of time, giving prior notice of one month considering the requirement of the Institute for which no payment will be made by the Institute. In case of unsatisfactory services, the contract of the agency may be terminated giving one week's notice.
- 1.37 The contract cannot be outsourced to third party.

2.0 Payments

- 2.1 Payments will be made through NEFT/RTGS only within one month of the receipt of pre-receipted bill in duplicate and duly supported by requisite documents after deducting the tax at source. Mandate form for NEFT/RTGS payments enclosed.
- 2.2 Bidder will not be allowed to provide any condition for maximum/minimum usage of any category of buses.
- 2.3 The rates so fixed during the engagement/empanelment shall be valid/applicable for a period of one year.

3.0 Earnest Money Deposit

The technical bid should be accompanied by EMD of ₹ 25000/- by way of Demand Draft / Banker's Cheque from a nationalized bank, drawn in favor of National Institute of Design, Kurukshetra payable at Kurukshetra along with offer. The draft/banker's cheque number should be clearly mentioned in the tender document. The tenders which are not accompanied by the requisite EMD shall be outrightly rejected. The EMD submitted by all the firms who do not qualify for the contract or are not the lowest will be returned back to the unsuccessful bidders.

3.1 The earnest money deposit will be forfeited:

- If the tenderer withdraws his tender during the period of tender validity.
- If in the case of successful tenderer, he fails to:
 - (i) Sign the contract or to furnish performance security in accordance with general terms and conditions of contract.
 - (ii) Comply with all terms and conditions of the agreement.
 - (iii) Comply with the rules and regulations set forth by the Government.

4.0 Performance Security Deposit

- 4.1 The successful tenderer will have to deposit the performance security money of ₹ 40000/- in form of the Demand Draft / Banker's Cheque, drawn in favour of National Institute of Design, Kurukshetra payable at Kurukshetra within 10 days of the work award letter. No interest on this security deposit will be paid by the Institute. Earnest Money of ₹ 25000/- will be adjusted against security deposit of successful bidder and shall remain the Institute till the expiry of the contract.

- 4.2 In case of any breach of the terms and conditions of the contract, Institute has right to forfeit the security deposit of the agency, in addition to any other action which may be taken by the competent authority.
- 4.3 The financial bids should be in the format given in Annexure – III. The rates quoted in the financial bid should be both in words and figures. Any corrections / use of correcting fluids should be duly authenticated by the tenderer. The amount of bids quoted should include all statutory payments excluding GST, if any.

5.0 Penalty Clause

Sr.No.	Reason of Penalty	Amount (₹)
1.	Older Model (other than prescribed model)	10% reduction in quoted rates for each day of default
2.	Not reporting at all for duty	₹ 1000/-
3.	For late reporting per occasion	₹ 100/- per hour
4.	Unclean or non-road worthiness vehicle deployed	₹ 200/- per day
5.	Misbehavior of driver /non following instructions of NID-K	₹ 200/- per day
6.	Any lapse notice during operation of contract other than listed in clause of penalties	₹200/- per incidence

6.0 Non - relationship with employees

The Institute will debar the parties from tendering having relative working in Institute/. A non- relationship certificate is required to be submitted. In case of dispute of any kind and in any respect whatsoever, the decision of the committee members shall be final and binding.

7.0 Dispute Resolution

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned party. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to the sole Arbitration of the Institute or his nominee.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. In the event of such Arbitrator, to whom the matter is

originally referred to is unable to act for any reason whatsoever, the Director, National Institute of Design shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with the terms of this agreement.

- (c) Subject to the aforesaid provisions, The Arbitration and Conciliation Act, 1996 and the rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- (d) The cost of arbitration shall be borne by the respective parties equally. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work / service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.

8.0 Jurisdiction of Court

The courts at Kurukshetra (Haryana) shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

9.0 Termination of Contract

- 9.1 Notwithstanding any other provisions made in the contract, National Institute of Design, Kurukshetra reserves the absolute right to terminate the contract forthwith. It is bound that continuation of contract is not in Public interest. The contractor will not be eligible for any compensation or claim in the event of such cancellation. If at any later date, if it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the contractor shall be cancelled and security deposited with Institute will be forfeited.
- 9.2 Engagement of agency shall stand cancelled in case the agency violates any of the terms and conditions.
- 9.3 Any relaxation in the terms and conditions will be at the sole discretion of the Director, National Institute of Design, Kurukshetra.

Name: _____

Position: _____

Address _____

Section – 3

Technical Information and Undertaking

TECHNICAL BID (Part-I: Un-priced) Instructions related to Technical Bid

1. Name & Correspondence Address of the firm along with phone / mobile numbers.
2. The firm should be well established with a minimum turnover of ₹ 10.00 lacs per annum and at least 03 years' experience in providing services to Government department; Government approved body, Educational Institution(s), MNC etc.
3. The firm should have vehicles in its name / owner / firm **(copy of ownership proof be provided)**
 - (i) **Registration No.** _____
 - (ii) **Make:** _____
 - (iii) **Year of Registration:** _____
4. The vehicles should have the valid Pollution Control Certificate **(proof to be attached)**
5. The firm / tenderer should provide the following information:
 - (i) **Last 03 years ITR (Income Tax Return)**
 - (ii) **PAN Number (copy must be attached)**
 - (iii) **GST No., if any (copy must be attached)**
 - (iv) **Turnover Certificate from Chartered Accountant.**
6. Each sheet of the tender should be signed by the tenderer.
7. List of the important organizations with address and telephone numbers to whom bus services have been provided during the last three years with period of contract, if any, to be enclosed (summary may be enclosed on separate sheets for each contract and period and amount of contract, remarks / observations / appreciations of the organization considered important by the tenderer in the form of completion certificate).
8. Draft No. _____ for ₹ 25000/- favoring National Institute of Design, Kurukshetra payable at Kurukshetra. (in separate cover)
9. Draft No. _____ for ₹ 2000/- favoring National Institute of Design, Kurukshetra payable at Kurukshetra. (in separate cover).
10. Any other information the tenderer wish to mention.

Date: _____

Place: _____

Financial Bid Part – II (Price) (Instructions related to Financial Bid)

Financial / Price Bid should be in separate sealed cover in the format given in Annexure – III.

1. The rates quoted in the “Financial Bid” should be both in words and figures.
2. It will be mandatory for all the bidders to quote for all the categories. In case any firm does not quote for any of the categories then it will be considered a technically unsuitable bid. Rates should be quoted under all columns. Incomplete quotations will be out rightly rejected.
3. The tenderers should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
4. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.
5. Alteration if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender. The tenderer should duly sign the entire tender documents personally.
- 6. Failure to provide price bid in a separate sealed cover will result in invalidation of the offer.**

Annexure I

CHECKLIST FOR TECHNICAL BID & FINANCIAL BID

Sr. No.	Documents to be attached	Yes	No	If Yes page no.
1.	EMD of ₹ 25000/- in form of Demand Draft / Bankers' Cheque issued by any scheduled bank in favour of National Institute of Design, Kurukshetra valid for 90 days			
2.	One self-attested recent passport size photograph of the authorized person of the firm / agency with name, designation, address and telephone numbers. If the bidder is a partnership firm, name, designation, phone numbers of all the partners should be attached.			
3.	Tenderer's self-attested copy of the PAN card issued by the Income Tax department with copy of Income-tax returns of the last three financial years			
4.	Tenderer's self-attested copy of the GST No., if any, issued by the Tax Authority.			
5.	Proof of experience of last three financial years along with satisfactory performance certificates from the concerned employers.			
6.	Main envelop with Part – I and Part – II as sealed and the following written on it: Name and Address of the Tenderer and Super-scribed with words “Quotation for contract for hiring of buses”			
7.	Copy of ownership proof of vehicles in the name of the firm / proprietor			
8.	Any other document, if attached			

Annexure II**TENDERING AGENCY'S PROFILE**

Sr. No.	Particulars	Remarks
1.	Name, Address of firm/agency and telephone numbers	
2.	Registration of the Firm/agency, if any	
3.	Name, Address, Designation, phone numbers of the authorized person(s) of the agency to deal with	
4.	Please specify as to whether the tenderer is sole proprietor/ partnership firm/company or any other establishment	
5.	Name, Address and telephone numbers of the Head / Partners etc. be specified	
6.	Copy of the PAN card issued by Income Tax Department and copy of previous three financial years ITR (Income Tax Return)	
7.	Authorization/Power of Attorney	
8.	Number of Vehicles owned by the Firm	

Declaration by the Bidder

This is to certify that I / We before signing this tender document have read and fully understood all the terms and conditions contained herein and undertake myself / ourselves to abide by them.

Signature with Seal

FINANCIAL BID

It is mandatory for all the bidders to quote for all the categories. In case some firms do not quote for any one of the categories then it will be considered a technically unsuitable bid.

Sr. No.	Name of Vehicle	Pick and Drop basis (Releasing basis) (i) From Kurukshetra University Hostels to NID, Kurukshetra and vice-versa (Reporting time at 08:00 am sharp at Hostel gate) (Releasing time from NID, Kurukshetra at 08:30 pm) (ii) From NID Kurukshetra to any city i.e. on academic tours (rate per Km. may be quoted) <ul style="list-style-type: none"> • Approx. 40 kms per day (06 days / week) or 2500 kms per month; whichever is higher • Holidays and Sundays off • Capacity of buses to accommodate approx. 160 students on 1:1 basis (student : seat)
1.	52/54 seater bus (Non AC)	
2.	52/54 seater bus (AC)	
3.	40/42 seater bus (Non AC)	
4.	40/42 seater bus (AC)	

Terms & Conditions:

1. For monthly duty extra beyond 26 days will be paid as per local rates.
2. Any other charges, if any, may be clearly mentioned.
3. All rates will be all inclusive.

Signature with Seal

UNDERTAKING

1. I/We undertake that I/We have carefully gone through and abide by all the terms and conditions and understood the scope / conditions of the proposed work of providing vehicle as per the categories mentioned on hire basis to National Institute of Design, Kurukshetra and shall abide by them.
2. I/We also undertake that I/We have understood “Parameters and Technical specifications for conducting the work” mentioned in section – 2 of the tender and shall conduct the work strictly as per these “Parameters and Technical specifications for conducting the work.
3. I/We further undertake that the information given in this tender are true and correct in all aspects.

Dated:

Dated Signature of Tenderer
With stamp of the Firm

Annexure – V

**PARTICIPATION OF NEAR RELATIVES OF EMPLOYEES IN THE TENDER
/EXECUTION OF WORKS IN UNITS**

I/We _____ S/o/D/o _____
resident of _____

hereby certify that none of my relative(s) is / are employed in National Institute of Design, Kurukshetra as per details given in the tender document. In case at any stage, if it is found that the information provided by me is false /incorrect, National Institute of Design, Kurukshetra shall have the absolute right to take any action deemed fit without any prior intimation to me.

Tenderer's Signature

Dated: _____

Official Seal

Annexure – VI**Mandate Form Contractors/Vendors/Suppliers**
(For Making Payments through RTGS/NEFT)

1	Particulars of Contractors/Vendors/Suppliers :	
	(a) Name of Contractors/Vendors/Suppliers	
	(b) Address	
	(c) Mobile No.	
	(d) E-mail ID	
	(e) PAN No. (Please attached copy of PAN Card)	
	(f) GST No., if any	
2	Particulars of Bank Account :	
	(a) Name of the Bank	
	(b) Name of the Branch	
	(c) Branch Code	
	(d) Address	
	(e) City Name with Pin Code	
	(f) Telephone No.	
	(g) NEFT/IFSC/RTGS Code	
	(h) 9 Digit MICR code Appearing on the cheque book	
	(i) Category of Account	
	(j) Contractors/Vendors/Suppliers Name as per Bank Account	
	(k) Type of Account	
	(l) Account No.	
	(m) Copy of Cancelled Cheque	

* **Changes, if any, in above is to be intimated within seven days.**

- Encl.:** 1) Copy of PAN Card
2) Copy of Cancelled Cheque

Date: _____

(Signature)

Place: _____

(Authorized Signatory Name & Designation with Seal)