

Tender No. NIPER/GHY/Vehicle/107/17-18/600

Date-16/02/2018

TENDER NOTIFICATION

Sealed tenders are invited from reputed and established Tempo Traveller / Minibus operators for hiring the following vehicles on monthly basis for National Institute of Pharmaceutical Education and Research (NIPER)-Guwahati:

1. Tempo Traveller - Non AC - 2 nos (with minimum 27 seats)

The Tender Document can be downloaded from the Institute website www.niperguwahati.ac.in at free of cost. The last date for receiving tender is **11.00 am, 15th March, 2018.**

**Sd/- Registrar
NIPER-G**

Clause-1 Introduction

National Institute of Pharmaceutical Education and Research (NIPER)-Guwahati is an autonomous institute enacted by the Parliament Act under the Department of Pharmaceuticals (Ministry of Chemicals and Fertilizers, Govt. of India) invites bids under two cover system for **“Hiring of Tempo Traveller - Non AC - 2 nos (with minimum 27 seats) on monthly basis”** to meet the daily need of pick up and drop off facility required by the students/staff of NIPER-Guwahati Campus.

- 1.1 **The contract for hiring of the vehicle will be initially for a period of one year. However, the contract may be extended for a further period up to two years (on year to year basis and upon mutual consent) at the same rates & terms and conditions only if the service of the contractor is found to be satisfactory.** The interested parties/ service providers may submit their bids in the prescribed application forms along with prescribed Technical Bid as per **Statement 1** and Price Bid as per **Statement 2**.
- 1.2 The bid document can be downloaded from the website www.niperguwahati.ac.in
- 1.3 The Technical bid shall be enclosed with Demand Draft in favour of the **“Director, NIPER-Guwahati”** payable at **Guwahati** for Rs. 20,000/- towards Earnest Money deposit (EMD), which is refundable after finalization of the contract.
- 1.4 The Bid Document shall be addressed to:
The Registrar, National Institute of Pharmaceutical Education and Research
(NIPER)-Guwahati, C/O NITS Mirza, Mirza - 781125
- 1.5 The **pre-bid meeting will be held at 11.30 AM on 27.02.2018** at NIPER-Guwahati, C/O NITS Mirza, Mirza - 781125.
- 1.6 The bids must be sent only by Registered/Speed Post or through Special Messengers, so as to reach by **11:00 AM on 15-03-2018**. Late bids shall not be accepted under any circumstances.
- 1.7 The Technical Bid (The tender notification & Statement 1) and the Price Bid (Statement 2) should be sealed by the bidder/service provider in separate covers duly *super scribed* and both these sealed covers are to be put in a bigger cover which should also be *duly* sealed and *duly super scribed*. The outer envelope must be *super scribed* **“Tender for Hiring Tempo Traveller - Non AC - 2 nos (with minimum 27 seats) on monthly basis”**. The EMD demand draft should be enclosed with the technical bid. Bids received after specified date and time will not be considered
- 1.8 The technical bids will be opened by the Tender Committee on **15-03-2018 at NIPER-Guwahati Campus at 11:30 am** in the presence of bidders or with the representatives of the bidders, who may wish to be present. One

representative of the bidder duly authorized will be permitted to attend the bid opening. The bids will be opened at the specified time and date in the tender document regardless of bidders present. Hypothetical/Conditional/ Incomplete bids will be summarily rejected.

- 1.9 The bid submitted will be evaluated based on the details of technical qualifications submitted by them under Cover 1 in the prescribed format to ascertain whether the bidder is technically qualified. The Cover 2 (price bid) of only those firms who technically qualified under cover 1 will be opened.
- 1.10 The bid should be signed in all pages only by the duly authorized signatory(ies) of the entity. The person(s) authorized to sign the tender shall sign on all the pages of the tender and other documents which are required to be submitted.
- 1.11 The bidder should submit a written power of attorney authorizing the signatory of the bidder to commit the tender if required.
- 1.12 Liquidated damages: The successful tenderer shall commence the service from 1st April 2018. Any delay in commencement of service beyond 1st April 2018 will attract penalty of Rs. 3000/- per day or part thereof till the commencement of the service. If the successful tenderer failed to commence the service within 5th April 2018, the Institute shall terminate the contract and EMD deposited by the successful tenderer shall be forfeited.
- 1.13 Penalty: If there is any disruption (or) non-performance of service due to any reason whatsoever, the following penal charges will be levied:-
 - a) Rs. 3,000/- towards penalty for each Trip.
 - b) In addition to the above, the hire charges for those will not be paid besides recovery of charges incurred by NIPER-Guwahati, if any, on account of deficiency of service.

Clause-2 General terms and conditions

- 2.1 The Vehicle to be provided should have been purchased on or after 01.01.2016. The vehicle should have been duly registered with Transport authority.
- 2.2 The Contractor has to be registered with the GST and should submit a copy of GST Number in the valid format.
- 2.3 The rates to be quoted are to be filled in all columns in the proforma given at **Statement 2**. The rates quoted shall be fixed and valid for one year from the date of award of contract, irrespective of the increase in fuel rates, if any, occurring during the currency of the contract.
- 2.4 The earnest money deposit of all the unsuccessful tenderers will be returned as early as possible after issue of the work order to the successful tenderer. No interest shall be paid on the Earnest Money Deposit.

- 2.5 **Forfeiture of Earnest Money Deposit:** The earnest money deposit will be forfeited if the Contractor/service provider unilaterally withdraws the offer or unilaterally amends, impairs or rescinds the offer or does not commence the service as per the work order/contract award letter within the period of its validity after assigning the reasons for the same.
- 2.6 The contractor will have to submit a written undertaking of acceptance of all the terms and conditions of this tender.
- 2.7 The contractor/service provider shall replace with the alternative vehicle during the Maintenance / Repairs of the vehicle.
- 2.8 The log book should be maintained for the vehicle separately which consists of the following information and signed by the user at the end of the trip(s) .
- a. Date
 - b. Time of departure
 - c. Opening kilometer reading
 - d. Time of Final arrival at the destination
 - e. Closing Kilometer reading
 - f. Total kilometer run for that particular trip.
 - g. Purpose of use
 - h. Signature, Name and Designation of the user
- 2.9 The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and the misbehaviour of Driver while on duty shall be viewed seriously and attract levy of penalty or leading to even cancellation of contract.
- 2.10 Service Provider / Contractor shall not engage any person below 18 years of age or any person with bad character and antecedent and experienced good drivers should be posted.
- 2.11 NIPER-Guwahati reserves the right to cancel the contract if service provided by contractor/service provider is found to be unsatisfactory.
- 2.12 **Security Deposit:**
- a) Within 7 days of the successful Bidder's receipt of notification of award, the successful Bidder shall furnish a Security Deposit of Rs 20000/-, in the form of an A/C Payee Demand Draft. The EMD already paid can be adjusted against the Security Deposit.
 - b) The Security Deposit will be discharged by the NIPER-Guwahati and returned to the Service Provider not later than 90 days following the date of completion of the Service Provider's performance obligations. No interest is payable on the security deposit amount.
 - c) The proceeds of the Security Deposit shall be payable to the NIPER-Guwahati as compensation for any loss/es resulting from the failure of the

Service Provider to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by NIPER-Guwahati for delays/default/failure on the part of the Service Provider.

Clause- 3 Terms and conditions of Contract

- 3.1 All costs including repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. necessary for the running & maintenance of vehicles shall be borne by the contractor/service provider.
- 3.2 The contract shall be for the whole services or for individual component or components as may be decided by NIPER-Guwahati based on the unit rates and prices quoted by the bidder in Bill of quantities.
- 3.3 The NIPER-Guwahati reserves the right to accept or reject any tender/all tenders and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the ground of NIPER-Guwahati's action.
- 3.4 The L1 shall be decided separately for each tender.
- 3.5 The L1 shall be determined based on the total rate quoted in column D of price bid only.
- 3.6 All vehicles hired shall be under Institute's control and shall be parked in the designated location when not in use during the period of hiring.
- 3.7 Contractor/Service Provider shall be responsible for the good conduct of the Drivers employed and if at any point of time any Driver is found to be working against the interests of the Institute, the said Driver shall be withdrawn and substituted by a fresh driver to the Institute immediately.
- 3.8 Vehicles should be fitted with needed accessories to drive on State and National highways including during the nights with Fog lights where ever necessary.
- 3.9 Vehicles should also be fitted with Towing hook.
- 3.10 Contractor/Service Provider shall obtain vehicle fitness certificate from competent authority, Vehicle registration, comprehensive insurance and payment of road tax etc. on time without disturbing the service of the Institute. Alternate vehicle shall be provided during such period.
- 3.11 The Contractor/Service Provider shall be responsible for all liabilities and keep NIPER-Guwahati Campus wholly indemnified against any action, suit, cost, damages, charges and expenses arising how-so-ever out of the operation of the vehicles.

- 3.12 The Institute has the right to enter into parallel multiple contracts for hiring of vehicles/Drivers with one or more service providers during the contract period without assigning any reason thereof.
- 3.13 Driver(s) should always carry all necessary documents like Registration papers, Insurance papers, Pollution under Control (PUC) clearance, RTO tax payment papers, valid driving license and all other documents that should be kept in the vehicle, as per applicable rules & regulations of applicable laws. The driver should be provided a mobile phone by the contractor and the vehicle should be fitted with **GPS facility which should be linked with mobile phone.**
- 3.14 In case of breakdown/accident of the vehicle, the contractor/Service Provider shall, within two hours provide another vehicle at no extra cost. The Institute shall have absolute right to charge Rs. 3,000/- per day, if the vehicle is not provided within two hours, failing which the vehicle will be hired from the open market and the expenses incurred there on will be deducted from the monthly bill of the contractor.
- 3.15 In case of any accident to the vehicle, it will be the responsibility of the contractor/service Provider or his representatives (Drivers) to lodge FIR etc. with police authorities. All RTO issues and Traffic violations shall be taken care of only by the contractor/service provider.
- 3.16 The contract is valid for providing services of vehicle hiring and at no point of time any or all of the Staff of Transporter shall raise a claim for employment in the NIPER-Guwahati.
- 3.17 Drivers should carry sufficient cash for parking charges & toll taxes. **Parking charges & toll fee will be reimbursed to the contractor** on actual basis along with the monthly invoices.
- 3.18 Lodging, boarding, transportation of Drivers shall be solely the contractor's responsibility.
- 3.19 In the event of Driver not being in presentable dress, not behaving properly, engaging in rash or unsafe driving, the Institute shall have right to expel or discontinue his services. No charges shall be paid for such days and services.

Every Bidder should note that the NIPER-Guwahati is situated at NITS-Mirza Campus, Assam - 781125

- 3.20 The Calculation of distance should commence from the time and place of first pickup/last drop of vehicle at NIPER-Guwahati or NIPER-Guwahati designated places and not from garage to garage. The price should be calculated and quoted cautiously to avoid misrepresentation rate.

Clause - 4 Terms of Payment

4.1 No advance will be paid to the Service Provider

4.2 Monthly bills shall be submitted in duplicate copy to the authority specified in contract, along with photo copy of logbook duly signed by the controlling officer in the log book and payment will be processed on a monthly basis. The Contractor is required to submit the bills (complete in all respect) on or before 10th day of every month and the payment in respect of the bill so raised, shall be released within 15 days. However, the incomplete bills will be returned for rectification and modified bill has to be re-submitted on every such occasion. Contractor/Service Provider will submit along with monthly bills that he has deposited the ESI/PF to the respective authority. Contractor/Service Provider shall submit the receipt of deposited ESI/PF along with the next month bill(s).

Clause- 5 Termination

The Institute may, without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts in the event of the following:

- (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by the Campus.
- (b) If the contractor fails to perform any other obligation(s) under the contract.

In case the Contract has to be terminated, one month advance notice in writing shall be given by either side.

Clause- 6 Jurisdiction

All disputes arising out of this contract shall be subject to the jurisdiction of Guwahati in the Guwahati High Court.

Clause- 7 Technical Eligibility Conditions for Bidders

7.1 The Contractor/Agency should at least own/taken on lease 03 vehicles (Tempo Traveller - Non AC (with minimum 27 seats)) purchased on or after 01.01.2016 at the time of bid submission and vehicles registered as “Commercial Vehicle” .

[Mode of Proof: Copy of Registered Certificate of the Vehicles showing that the Bidder is the owner of the vehicle; the date of purchase of vehicle and a copy of the Vehicle registered as “Commercial Vehicle”

For leased vehicle a copy of the legally valid lease agreement executed between the original owner and the bidder. The copy shall be attested by the notary public].

7.2 The Bidder should have at least 03 years experience in the business of providing vehicles on “Hiring basis to Central/State Government Departments/Public Sector Undertakings/Universities/Companies/Corporate sectors etc. since January 2015 or earlier:-

[Mode of Proof: Copy of Hiring of vehicle order/Contract showing that the Bidder had carried out similar work on or before January 2015.]

7.3 The Bidder should NOT have been debarred or blacklisted by any Government Department / Agency in the past 03 (three) years on account of fraudulent or corrupt practices or inefficient/ineffective performance.

[Mode of Proof: The bidder should submit an undertaking for this]

7.4 Bidder should have a valid PAN & GST Registration No.

[Mode of Proof: Copy of GST registration certificate, PAN card]

***The Bidder must possess ALL the above Minimum Qualifying Criteria. If he does not possess even one of these, he shall stand disqualified and his bid will be rejected.**

Clause- 08 Tender Evaluation Process

8.1 The Technical Bids will be opened at 11.30 am on 15-03-2018.

8.2 The NIPER-Guwahati shall have the right to call upon the bidders to explain/ substantiate/prove the various claims made by the Bidder and if satisfactory explanation/proof is not forthcoming, the NIPER-Guwahati reserves the right to treat the claim as “Not Proved” and ignore it.

8.3 The schedule for opening of Price Bids of Technically qualified eligible bidders shall be decided later by the Tender Evaluation Committee and the same would be intimated to the technically successful bidders.

8.4 The bidder should fill all the columns in the Price Bid failing which the Price Bid will be summarily rejected.

8.5 NIPER-Guwahati shall issue a Work Order for the Vehicle to the successful bidder giving him 7 days time to furnish the Security Deposit and execute the contract with NIPER-Guwahati in the prescribed format.

8.6 NIPER-Guwahati reserves the right to accept any bid under this tender in full or in part or to reject any bid or all bids without assigning any reason.

Technical Bid

(Covering Letter to Accompany Technical Bid)

Tender No. NIPER/GHY/Vehicle/107/17-18/600

Dated:

From
Name & Address of the Bidder

To
**The Director,
NIPER-Guwahati
C/o NITS Mirza Cmapus,
Mirza - 781125**

Sir,

We are a -----

---[Introduce your company and its activities with particular reference to your experience in providing Vehicle on Hiring basis. Also furnish particulars of your registration with various statutory Tax authorities in not more than 200 words].

- 2) We hereby submit our Bid for Hiring of Tempo Traveller - Non AC(minimum 27 seats) on monthly basis.
- 3) We have enclosed a Demand Draft bearing No..... dated.....for Rs.20,000/- towards Earnest Money Deposit (EMD) in the name of the Director, NIPER-Guwahati, payable at Guwahati.
- 4) We have read and understood and hereby agree to all the terms and conditions stipulated by the NIPER-Guwahati in this tender including the Evaluation Criteria of Price Bid, the Time line for delivery, Payment Terms etc.
- 5) We certify that all the particulars furnished in our Bid are true and correct and based on documentary evidence. We understand that if any of the particulars is found to be false or misleading, NIPER-Guwahati has the right to summarily reject our bid at any stage and that our company is liable to be blacklisted / debarred by NIPER-Guwahati for at least 03 years.

6) In the event of our being awarded the work and understanding the urgency involved, we undertake to remit the Security Deposit within 07 days and execute the contract within 07 days of the issue of work order, failing which the hiring of vehicle order on a daily basis may be cancelled and the EMD forfeited.

7) Our Price Bid is inclusive of driver, fuel, maintenance and all applicable taxes (Excluding GST, Parking charges and toll tax) and the price quoted shall be firm till the execution of the contract.

Yours faithfully,

Date:
Place:

*Signature with Seal
Of Authorised Signatory*

**Tender for Hiring of Vehicles
Technical Bid Criteria**

1. Whether the bidder own or taken on lease at least 03 vehicles (**Tempo Traveller- Non AC (minimum 27 seater)**) purchased on or after 01.01.2016 at the time of bid submission and vehicles registered as “Commercial Vehicle”.
 - (a) No. of vehicles own :
 - (b) Mode of Proof enclosed:
 - (c) No. of vehicles taken on lease:
 - (d) Mode of Proof enclosed:

2. Whether the bidders have at least 03 years experience in the business of providing vehicles on hiring basis for Central /State Government Departments/ Public Sector Undertakings/Universities / Companies /Corporate sectors etc **since January 2015 or earlier:**
 - (a) No. of years experience :
 - (b) Mode of Proof enclosed:

3. Whether the bidder has been debarred or blacklisted by any government department/agency in the past 03 (three) years on account of fraudulent or corrupt practices or inefficient/ ineffective performance?

4. Whether the bidder have a valid Income Tax registration number/PAN, GST registration.
 - (a) Mode of Proof enclosed:

5. Whether the bidder has attached EMD for an amount of Rs. 20,000/- from nationalized/scheduled bank.
 - (a) Mode of Proof enclosed:

6. Whether all the pages in the tender document is duly signed (attached along with cover 1) by the authorized signatory.

Declaration

We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and our company is liable to be blacklisted / debarred by NIPER-Guwahati forthwith.

Date:
Place:

*Signature with Seal of
Authorised Signatory*

Statement No.2
Tender for Hiring of Vehicle
Price Bid - Daily Basis

Tender No. NIPER/GHY/Vehicle/107/17-18/600

Dated:

From
Name & Address of the Bidder

To
The Director,
NIPER-Guwahati
C/o NITS Mirza Cmapus,
Mirza - 781125

Dear Sir,

We hereby submit our Price Bid for the hiring of vehicle for the NIPER-Guwahati on monthly basis

Sl.No.	Vehicle Type with seating capacity (A/C or Non A/C)	Schedule of Charges/Rates			
		Rent for the vehicle per month (A)	Rate (per km) (B)	Rate for 2000 Km * (C)	Total (A+C) (D)

* This is for calculation purpose only and the vehicle may be used for more or less than 2000km per day.

The criteria for deciding L1 is the rate quoted in column "D" only.

The rates quoted are inclusive of driver salary, fuel, maintenance and all applicable taxes including GST (excluding Parking charges and toll tax which will be paid on production of the receipts). The price quoted shall be firm till the completion of the contract including the period of extension, if any.

Date:
Place:

*Signature with Seal of
Authorised Signatory*