

(भारत सरकार के वस्त्र मंत्रालय द्वारा स्थापित और निफ़्ट अधिनियम 2006 द्वारा शासित एक सांविधिक निकाय) निफ़्ट ब्लॉक, एम.पी. भोज (मुक्त) विश्वविध्यालय परिसर, कोलार रोड, भोपाल - 462016 (मध्य प्रदेश) फोन: (0755) 2493636, वैबसाइट: <u>www.nift.ac.in/bhopal</u>

#### NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BHOPAL

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India) NIFT Block, MP Bhoj (Open) University Campus, Kolar Road, Bhopal - 462016 (M.P.) Ph. - (0755) 2493636, website: <u>www.nift.ac.in/bhopal</u>

#### निफ्ट भोपाल के बस एवं टैक्सी सेवाएं उपलब्ध करवाने हेतु ई-निविदा दस्तावेज़ E-Tender for providing Bus and Taxi Services at NIFT Bhopal

निविदा प्रक्रिया के लिए निर्धारित की गयी समय सारणी:

निविदा सूचना प्रकाशित करने की तिथि	17 जुलाई, 2020
निविदा जमा करने की प्रारंभ तिथि	17 जुलाई, 2020
बोली से पूर्व प्री – बिड मीटिंग (ई-निविदा जमा करने की प्रारंभ तिथि से सात दिन के भीतर)	23 जुलाई, 2020
निविदा जमा करने की अंतिम तिथि एवं समय	06 अगस्त, 2020 को 4:00 बजे अपरान्ह तक
तकनीकी संविदाएं खोलने की तिथि एवं समय	06 अगस्त, 2020 को 4:30 बजे अपरान्ह तक
वित्तीय संविदाएं खोलने की तिथि एवं समय	तकनीकी रूप से योग्य बोलीदाताओं को सूचित किया जाएगा
बयाना राशि (EMD)	रुपये 60,000/- बस एवं टैक्सी दोनों सेवायें उपलब्ध करवाने हेतु,

#### Note:

- 1. This tender document contains <u>**26**</u> pages & Tenderers are requested to sign on all the pages before uploading.
- 2. Bids / Tender will be accepted only through the online mode through the website <u>https://nifttenders.eproc.in</u>
- 3. EMD amount of Rs. 60,000/- (Rupees Sixty Thousand only) will be accepted through NEFT/RTGS/Online transfers only, in absence of remittance of EMD amount on or before the closing time and date of online tender, the bid shall be out rightly rejected. NIFT Bhopal Bank Account details is as under:

#### NIFT General Account, Union Bank of India, Kolar Road, Bhopal - 462041(M.P.) Account No. 549102010009108 IFSC : UBIN0554910

4. Conditional tenders are liable to be rejected. NIFT will process the tender as per NIFT's standard procedures. NIFT reserves the right to reject any or all or part of tender without assigning any reason.

## **NAME OF WORK:** PROVIDING BUS AND BUS SERVICES AT NIFT CAMPUS BHOPAL

#### INDEX

Sr. No.	Description	Page. No.
1.	Index	02
2.	Tender Document	03 to 15
3.	Technical Bid for Taxi and Bus Services (Annexure – I)	16 to 18
4.	Price Bid for Taxi Service (Annexure – II)	19
5.	Price Bid for Non-AC Bus (Annexure – III)	20
6.	Evaluation of Tender	21
7.	Price Bid for Taxi – Optional ( <b>Annexure – IV</b> )	22
8.	Price Bid for Bus – Optional ( <b>Annexure – V)</b>	23
9.	Mandate Form for Electronic Fund Transfer(NEFT)/RTGS Transfer (Annexure – VI)	24 to 25
10.	Acceptance of the Tenderers (On Company's letter head) (Annexure – VII)	26

#### 1. INTRODUCTION:

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 16 centers. It provides four years under graduate (UG) program in design and technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Raebareli, Shillong and Srinagar.

Presently, NIFT Bhopal has been functioning from its transit campus at MP Bhoj (Open) University Campus, Kolar Road and it is likely to shift to its permanent campus at Bhauri in near future.

#### 2. NOTICE INVITING TENDER:

NIFT Bhopal invites e-tenders under "**TWO BID SYSTEM**" for selection of an expert agency for the purpose of hiring Bus and Taxi services at NIFT Bhopal Campus.

Bids / Tender will be accepted only through the online mode through the website <u>https://nifttenders.eproc.in</u> Tender of Bus and Taxi can also be seen in NIFT Bhopal website <u>https://nift.ac.in/bhopal</u>

The details of the tender are given below:-

- a. Closing date & time for submission of bids: 06th August, 2020 at 4.00 PM
- b. Date & time of opening of Bid:
- (i) Technical bid: 06<sup>th</sup> August, 2020 at 4:30 PM in presence of the tenderers or their authorized representatives, who wish to be present.
- (ii) Financial bid: After evaluation of Technical Bid

#### (iii) Bid validity upto: 90 days from the date of opening of tender.

c. Correspondence Address : Joint Director, National Institute of Fashion Technology, NIFT Block, MPBOU Campus, Kolar Road, Bhopal – 462016 (M.P.)

"**TWO BID SYSTEM**" shall be followed for this tender. Tenderer should take due care to submit the online e-tender in accordance with requirement. Bids received shall be evaluated as per the Criteria prescribed in the tender document. NIFT will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions.

#### 3. ELIGIBILITY AND CRITERIA FOR SELECTION

3.1) A firm or agency having experience of at least last three consecutive years for providing Bus and Taxi Services to any Government/ Semi-Government/Autonomous Bodies/Reputed National Level Institutions/Hospitals (Work orders/certificate issued by concerned organization must be attached). Performance certificate from the institutions/organizations where contract is currently being run must be enclosed with the technical bid.

3.2) The Agency should have annual minimum turnover of **Rs. 40 lakh (Rupees Forty Lakhs)**, towards bidding for bus and taxi services (CA Certified statement for turnover for last 3 consecutive years must be enclosed along with Technical Bids).

### 3.3) "MSME and Startups Organisations participating in the tenders are exempted to submit EMD, Turnover and prior experience while submitting tenders"

- 3.4) The period of Contract for hiring Bus and Cars shall be initially for one year from the date of award of the Contract subject to further 02 years extension (Total 03 years maximum) rendering satisfactory services on mutually acceptable terms & conditions and rates at the sole discretion of NIFT.
- 3.5) The bidder should provide minimum of 03 Bus of model not older than year 2016 and 07 Cars (AC) not older than year 2018 registered as commercial vehicles and copies of their Registration Certificate should be produced along with the qualifying bid documents.
- 3.6) The lowest bidder shall make available the vehicle at the place, to be decided by the department, for inspection. If the department is satisfied with the condition of the vehicles, only then, the contract shall be awarded to the lowest bidder. If the lowest bidder is not able to provide vehicle(s) in good condition resulting in non issue of contract award letter, the earnest money of such bidder shall be forfeited.

#### 4. GENERAL TERMS AND CONDITIONS:-

4.1 The tenderers are requested to go through the following terms and conditions before submitting their tender documents:

#### Submission of Bids:

The interested firms should apply online and submit their tender along with scanned copies of all the relevant certificates, documents, etc. in support of their bid. Tender document is also available for viewing on the "tenders" link of the NIFT website <u>www.nift.ac.in/bhopal</u> and Bus and Taxi tender can be applied through **https://nifttenders.eproc.in** 

- (a) Applications to this tender will be accepted **online** mode only through the website <u>https://nifttenders.eproc.in</u> In case, of any discrepancy, the online submitted details will be considered and no other mode of application will be accepted.
- (b) For applying online, the Firm should get itself registered at <u>https://nifttenders.eproc.in</u> by paying online:
  - Annual Registration Charges of Rs. 2000/- + 360/- (GST @ 18%) = 2360/-(Two Thousand three hundred and Sixty only - non-refundable)
  - Bid Processing Fee charges Rs. 3776/- (including GST) shall also be paid by the bidders (non-refundable)
- (c) Bidder should transfer the EMD amount through NEFT/RTGS/Online transfers only, on or before the closing time and date of online tender and send the UTR Code No. to <u>admin.bhopal@nift.ac.in</u> otherwise the online bid shall be out rightly rejected. NIFT Bhopal Bank Account details is as under:

NIFT General Account, Union Bank of India, Kolar Road, Bhopal - 462041(M.P.) Account No. 549102010009108 IFSC : UBIN0554910

#### 4.2 Pre Bid Meeting:

Any prospective bidder may raise his queries in the pre-bid meeting only. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Tender issuing Authority may, at his option, give such clarifications as are felt necessary.

Prospective bidders may request for clarification/s required relating to this tender on the day of pre-bid meeting only. The clarifications may be sought from the following officer of NIFT Bhopal:

Prof. (Dr.) Sameer Sood Joint Director, NIFT Bhopal. Ph. 0755 – 2493636 Email: jointdirector.bhopal@nift.ac.in

Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.

- 4.3 Tender shall be submitted in official tender form only. If submitted in any other form shall be summarily rejected. Overwritten figures or words should be cancelled and re-written under full signature of the authorized signatory of the tenderer. Tender that do not fulfill this condition will not be considered.
- 4.4 The schedule issued with the form of tender listing the services to be rendered must not be altered by the tenderer. Any modifications / alterations of the schedule considered necessary by the tenderer should be submitted in the separate letter accompanying the tender.
- 4.5 No paper shall be detached from the tender.

#### 5. REQUIREMENT OF VEHICLES SPECIFIED AS UNDER:

#### Bus and Cars to be supplied on monthly Contract Basis.

The NIFT essentially intends to hire **01 Non – AC Bus** (40+D Seater) within the Bhopal district on monthly basis {**Excluding summer vacation for 02 months**}" and **02 AC Cars** on monthly contract basis for local Bhopal as well as within the State of Madhya Pradesh. The successful bidder may be considered for "**Empanelment for Contract for hiring Bus** and **Cars for monthly basis for a period of one year**.

#### 6. INSTRUCTIONS TO TENDERERS:

- 6.1 Online tenders are invited from experienced Tour/Travel Agencies/Firm/Company registered under Transport Department/Authority Government of Madhya Pradesh. The Bus should not be registered before year 2016). The taxis should not be registered before year 2018). The vehicles should be registered for commercial use. The vehicles shall always be provided with excellent working condition with good seat and upholstery, clean seat covers, comfortable seat cushions and other basic fittings / accessories like radio/music system, etc. for the maximum comfort of the passengers.
- 6.2 The agency/firm submitting the bids must fulfill the below mentioned criteria. They must attach self-attested copies of all such documents in the Bid as stated in the eligibility criteria in support of their claim. The Bid of the Agency/Firm not meeting any of the following eligibility criteria shall be treated as non-eligible and hence will be rejected.

- 6.3 The tenderer/s shall have to provide vehicles complying with the latest emission norms.
- 6.4 The tender for hiring of vehicles shall be in two bid system (Technical Bid and Financial Bid). Technical Bid shall comprise information about technical capabilities, experience of similar service, list of firms and work orders where such services are being provided, testimonials/ certificates, manpower available, etc. and under Financial Bid rates have to be quoted as per annexures which include cost of fuel, lubricants and taxes, if any.
- 6.5 The tender is non-transferrable under any circumstances. Each page of the tender documents should be signed by the tenderer or such person on his behalf as is legally authorised to sign and embossed with the official seal before submission of bids.

#### 7. DOCUMENTS TO BE SUBMITTED

The bidder should submit following documents along with the Technical Bid in **Annexure-I** and Financial Bid in **Annexure-II to V**.

- 7.1 Experience certificate or work orders for supplying cars/buses preferably to any Government/Semi-Government/Autonomous Bodies/Reputed National Level Institutions /Universities /Hospitals for a period of at least 3 years or more.
- 7.2 Copies of two such Work Orders and Performance Certificates from the organizations of which work experience has been shown in the Bid are to be submitted along with the Technical Bid. The Agency should not have been blacklisted by any Government department/ Agency in the last 5 years.
- 7.3 Copy of relevant registration documents certifying its entity as proprietorship/ partnership/company.
- 7.4 The documents pertaining to the number of cars/vehicles owned/leased by the tenderer and the Registration Certificate copies of the cars/vehicles which will be put into operation at NIFT. Certificates of E.S.I and E.P.F of drivers of the firm /company (if applicable for the firm). NIFT has the right to inspect the vehicles in garage or address given by the tenderer before award of the Contract and do physical verifications.
- 7.5 Self-attested copies of Goods and Services Tax (GST) Registration certificate, Income Tax Return for last three years and copy of PAN of the firm/company.
- 7.6 Annual Audited balance Sheet for at least last **03 years.**
- 7.7 Documents / Certificate from a registered Chartered Accountant in respect of annual turnover for last three years.
- 7.8 The bidder should provide minimum of 03 Bus of model not older than year 2016 and 07 Cars (AC) not older than year 2018 registered as commercial vehicles and copies of their Registration Certificate should be produced along with the qualifying bid documents.

#### 8. EARNEST MONEY DEPOSIT

An amount of Rs. 60,000/- (Rupees Sixty Thousand only) as Earnest Money Deposit for bidders applying for Bus and Taxi by way of NEFT/RTGS/Online Transfer only, failing which the bid shall be disqualified/rejected. No interest will be payable by the NIFT on Earnest Money Deposit. The EMD of the unsuccessful bidders will be returned after the contract is finalized.

#### 9. SECURITY DEPOSIT

A sum of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand only) for Bus and Taxi Services would be deposited with NIFT by the contractor, in the form of noninterest bearing security. Security Deposit will be forfeited for breach of any of the terms & conditions of the Tender documents besides it may also be blacklisted. The security amount will be refunded to the bidder without any interest what so ever after the performance and completion of the Contract in all respects.

#### **10. LAST DATE FOR SUBMISSION OF ONLINE TENDER**

- 10.1 Last date for submission of Online Tenders is **06th August, 2020 till 04:00 p.m.,** tenders received after stipulated date and time will not be considered.
- 10.2 The online Technical Bids will be opened on the same day in the presence of the bidders or their representatives who wish to be present at the time and place of opening of the bids.

#### $10.3\ \text{Effect}$ and validity of Offer

The tender shall remain valid for a period of ninety (90) days from the date of tender opening.

#### 10.4 **Opening of Price Bid**

The price bids of only those bidders, who are found to be qualified on the evaluation of online Technical Bid, shall be opened with intimation to the bidders. In case the tender opening date is declared to be a Holiday by the Central/State Government or local administration, the very next working day may be considered as the day of opening of the Tender. However, opening/closing time and place of the tenders will remain the same.

#### **11. ACCEPTANCE OF TENDER**

11.1 Acceptance of tendered rates will be communicated by e-mail followed by a letter via Post.

The tenderer whose tender is accepted will be required to appear at the office of the Joint Director, NIFT in person or if the tenderer is a firm/party, company or corporation, a duly authorised representative shall so appear and execute the Contract documents as stipulated in the conditions of Tender within 10 days of the date of issue of the letter from the NIFT.

11.2 The Competent authority, NIFT reserves the right to amend/withdraw/relax /modify any of the terms and conditions contained in the Tender documents or reject any or all applications (offers) without any notice or assigning any reason thereof. The decision of Competent Authority, NIFT will be final and binding.

#### 12. DURATION OF CONTRACT

The period of Contract for hiring Bus and Cars shall be initially for one year from the date of award of the Contract subject to further 02 years extension (Total 03 years maximum) on rendering satisfactory services on mutually acceptable terms & conditions and rates at the sole discretion of NIFT. However, it will be obligatory on the part of Contractor to continue to work at the rates prevailing on the last date of Contract even beyond the period of Contract for at least 03 (three) months.

In the event of more than 20% changes in the existing fuel price, a proportionate increase/decrease will be allowed in the monthly charges by taking average 15 kms/liter for taxi and 5 kms/liter for bus services.

#### 13. SCOPE OF WORK WITH SOME CONDITIONS

- 13.1 The vehicles are required as per the necessity from the date of issue of work order. The Contracted vehicles are to be used by the Officials and students of NIFT.
- 13.2 The NIFT will count /take into consideration Kilometer from the Institute to Institute, not from the garage, contractor's office/ parking place, for working out daily/monthly kms. running and payment of bills.
- 13.3 The Log Book is to be maintained by the Contractor as per the Performa to be specified by the NIFT.
- 13.4 In case of loss/damage by any means of the said Log Book or duty slip; the decision of the Competent Authority regarding payment will be full and final.
- 13.5 While on duty the driver must keep proper and up-to-date documents of the vehicle and valid driving license.
- 13.6 No compromise will be made by the NIFT towards the punctualities, cleanliness/ obedience, promptness, behaviour, etc. Discourteous and careless driver (s) should be replaced on demand.
- 13.7 The Contractor is solely responsible for all actions including payment of any type of claims arising out of infringement of rules, regulations, accidents or any other incident/happening. any unforeseen In case vehicle is withdrawn for maintenance/repair/breakdown, a substitute vehicle of same or higher make/model should be provided forthwith. In case of emergency i.e. breakdown en-route, Contractor shall have to arrange for an alternate vehicle for escorting persons and materials, failing which vehicle shall be hired from any other source / sources at the risk and cost of the Contractor.
- 13.8 The Competent authority, NIFT to whom the vehicle shall essentially report is empowered to return the vehicle if he feels that it is not worth taking and no payment will be made for the day.
- 13.9 The Contractor must have an office in Bhopal with a supervisor who will be available round the clock (24X7) on his fixed/ mobile telephone so as to response to the call for services for easy coordination. Mobile/ Telephone Number must be specified in the Bid. All official cab/vehicle bookings will be through email/ or through telephonic call in case of emergency.
- 13.10 The liability arising out of accident of the hired vehicle under the relevant sections of "Motor Vehicle Act" and IPC or any other law for the time being in force shall solely be on the Contractor. The hired vehicle shall be deemed to be under the responsibility of the contractor and for the drivers, the contractor shall be the principal employer. The hiring authority has no responsibility whatsoever and will not entertain any claim in any regard under the provision of the law.
- 13.11 The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws or regulations shall be the responsibility of the contractor and any provision not adhered to by the contractor shall be deemed to be breach of this Contract.
- 13.12 The Firm has to ensure that the driver being provided has a valid driving license in his name with not less than two (02) years of driving experience, should be at least a matriculate and in the age group of 25 to 55 years and also assume full responsibility for the safety and security of the riders. The drivers should be in uniform/well-mannered and courteous and should always carry original RC/TC book and license along with valid insurance, pollution under control certificate,

fitness certificate of the vehicle and any other certificate or document as required under law and a mobile phone with incoming and outgoing facility with them while being on duty as it will enable the office to contact the driver at any time and the number should be shared to NIFT. No extra charges would be paid by NIFT for the same. The essential spares are to be stored in the vehicle for trouble free driving. NIFT shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under relevant section of IPC and any loss caused to NIFT will have to be suitably compensated by the Contractor. The agency shall submit valid Police Verification Report (PVR) for all drivers engaged at NIFT.

- 13.13 The vehicles and drivers once offered will not be ordinarily changed and in any case not without prior written permission/consent of the NIFT authority. In case the Car/Bus driver is changed without prior consent/ intimation to/ of the NIFT, 25% of the charges payable for the day would be deducted on each occasion.
- 13.14 Only Vehicles having valid Registration, insurance, fitness certificate shall be supplied to NIFT and taxes etc. due on such vehicles shall be liability of the Contractor. The cost of lubricants, repairs, maintenance, taxes, insurance, etc. will be the Contractor's liability.
- 13.15 NIFT will reimburse toll tax, parking charges, wherever incurred on submission of original receipt. The driver should be provided with petty cash by the Contractor for the purpose. The driver should possess valid driving license to drive the assigned vehicle.
- 13.16 Regular checking of meter by the designated authority may be done by the Contractor, and requisite certificate may be shown to NIFT as and when demanded. The vehicles deployed during the Contractual period at any point of time should be well maintained and in perfect running condition as per NIFT's requirement with proper pollution check and valid pollution certificate.
- 13.17 The maintenance cost, charges of fuel (petrol/diesel/), road tax, permit fee, passenger Tax, Border Tax, challans, salary of the driver, the overtime and mobile phone charges of driver etc. are the responsibility of the Contractor and should be paid by the Contractor. The salary of the drivers has to be paid by the Agency before 10<sup>th</sup> of every month as skilled workers as per the Minimum wages Act. The proof of Salary paid to the drivers every months as per the Minimum Wages Act & Labour Laws invoked time to time by the Central Govt. should be submitted to the NIFT every month with the support of Bank transaction statement showing salary credited to drivers account. EPF and ESIC account must be opened for all the drivers / workers as per the guidelines of the Labour Laws. The minimum wages for skilled workers needs to be revised as per the Labour Laws of the Central Govt from time to time. The Contractor shall be responsible for compliance of relevant labour laws or any other act to the extent they are applicable to his establishment / workmen. Non compliance of any law in force by the contractor shall be deemed to be breach of this agreement and shall entail the right to the institute to determine the contract without any further notice to the contractor.
- 13.18 Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all passengers also.
- 13.19 The Vehicle sent to NIFT on requisition must have all relevant documents like Registration Certificate / fitness certificate / Driving license / Insurance / Road Tax Receipt / Permit fee / pollution certificates / Passenger Tax / Border Tax, etc. The vehicle should be licensed and shall conform to all Govt. rules and regulation being in force from time to time. The NIFT shall have the right to verify the original documents pertaining to Vehicles and Drivers as and when required.

- 13.20 If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of the vehicle so rejected.
- 13.21 No advance payment, in any case would be made.
- 13.22 The colour of the car will preferably be white, whereas the colour of the bus be Yellow.

#### 14. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

- 14.1 Provision of staff: The Contractor shall provide, at his own cost, trained Drivers having valid License and other employees with necessary tools, instruments, equipment etc., for the safe, effective and efficient discharge of the work contemplated in the Contract.
- 14.2 The Contractor shall provide, at his own cost, all driver/other staff with necessary identity cards/license, which they shall display on their person to distinguish them from unauthorized persons. The Contractor shall provide 2 sets of proper uniform (including one pair of shoes) to each driver annually and they must report in uniform only.
- 14.3 Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties as a part of this Contract and shall employ only such persons whose character has been verified by the Police.
- 14.4 The NIFT official shall be at liberty to object to and require the Contractor to remove forthwith any person employed by the Contractor if, in the opinion of NIFT's official, such person is disobedient/insubordinate or misconducts himself, is incompetent or negligent in the proper discharge of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by Contractor without the written permission of NIFT authorities. Any person so removed shall be replaced by a competent substitute. The decision of Competent Authority shall be final and shall not be questioned on any grounds whatsoever.
- 14.5 Insurance of all the Drivers/ Helpers and the Vehicles will be responsibility of Contractor.
- 14.6 NIFT shall in no way be responsible for any default with regard to any statutory obligations and the Contractor will indemnify NIFT in case of any loss or damage or liability, which may arise on account of action of the Contractor or any of its personnel.
- 14.7 On submission of Tender, it shall be presumed that the Contractor agree with each and every condition of the Tender/Agreement and in no manner, any waiver shall be presumed, unless, otherwise conveyed by the Institute in writing. The liability of the Tenderer/Contractor is not limited to the extent of terms and conditions stipulated under this Agreement but shall extend to all other instructions issued by the Institute from time to time, which shall be considered as terms and conditions of this Agreement and its violation shall bear same consequences, as shall result in violation of terms and conditions enumerated herein.
- 14.8 For all purposes, the Contractor shall be the Principal employer of the workmen including without limiting to driver, conductor, cleaner etc. so deployed by the Contractor in pursuance of this Contract.

- 14.9. The contractor shall undertake that any act of omission or commission including theft, by its staff will be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively. The taxi Agency shall also ensure to depute only such drivers on duty at NIFT who are diligent in work and behave politely and courteously.
- 14.10 The driver and conductor so appointed by the contractor should possess necessary qualification and licenses as per transport rules in force and should not have any past record of accident.
- 14.11 The Buses must be in excellent working condition and not older than two years from the date of first registration i.e. they should not be of a model earlier than year 2015.
- 14.12 In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor solely, NIFT have no liability whatsoever. There shall be no relationship between the contractor and its employees with the NIFT. The Drivers, Conductors etc. employed by the contractor shall be directly supervised and controlled by the contractor, and shall have no relation whatsoever with National Institute of Fashion Technology. NIFT shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against NIFT for service or regularization of services by virtue of being employed at NIFT against any temporary or permanent posts at NIFT. For all purposes, the Contractor shall be their Principal Employer.
- 14.13 The Contractor shall deposit with the Institute, a copy of registration certificate, insurance policy etc. of the vehicle made in use by the contractor for the purpose of this Contract. Further, a complete list of the driver, cleaner and other workmen together with detailed bio-data, copy of license and other residential proof should be submitted to the Institute by the Contractor before they are deployed. Changes should be informed to the NIFT when they take place.
- 14.15 The Contractor should deploy energetic and trained personnel. If any workmen is not suited to the duty, the Contractor must replace such workmen immediately without any protest or demur.
- 14.16 Vehicle deployed by the contractor, should have speed controller as per norms of the Government.
- 14.17 The Contractor shall make all due statutory payments to its workmen on time.
- 14.18 The Contractor shall obtain adequate insurance policy/policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc.
- 14.19 The Contractor shall be responsible for the safety and security of the Personnel deployed for duty in the office.
- 14.20 Non-compliance of any provision of labour and other applicable law and/or any term of this agreement or otherwise shall result into immediate determination of agreement.
- 14.21 NIFT shall in no way be responsible for any default with regard to any statutory obligations and the Contractor will indemnify NIFT in case of any loss or damage or liability, which may arise on account of action of the Contractor or any of its personnel.

#### 15. SUBCONTRACTING NOT ALLOWED

The successful bidder shall not subcontract, transfer or assign the task to any other agency in any circumstances. In case the Contractor contravenes this condition, NIFT shall be free to award the Contract elsewhere at the cost and risk of Contractor and all expenses on this account shall be recovered from him.

#### 16. ADDITIONAL OR EXTRA SERVICES

The Contractor shall have to perform all the services provided for in this Contract and shall be paid at the rates quoted by him and accepted by NIFT, subject to the terms and conditions of the Contract. The Contractor may also be asked to provide additional services not specifically provided for in this Contract, for which the remuneration shall be payable at the rates as may be settled by mutual negotiation. In the absence of an agreement being reached on the rates for such additional services, the decision of the NIFT will be final and binding and non-settlement of the rates for additional services will not confer any right upon the Contract to refuse to carry out or render such services.

The decision of the Competent Authority, NIFT with respect to the rates for extra/substituted items of work will be final and binding.

S. No	Violations types	Penalty Amount per vehicle (in Rs)		Amount deducted per day	Remarks	
		First	Second	Third	per vehicle	
		Instance	Instance	Instance		
1.	Non-functioning of AC				Rs 500/-	On each
						occasions
	Failure to supply vehicle	500/-	1000/-	2000/-	-	In addition,
	as per the requisition					Rental charges
						for the hired
						vehicle from open market to be
						borne
						by the agency
3.	Failure to provide	500/-	1000/-	2000/-	-	In addition,
	alternate arrangement	,	,	,		Rental charges
	within one hour of					for the day will
	vehicle breakdown					also not be paid
	Tampering with meters	500/-	1000/-	2000/-	-	Competent
	of vehicles					authority has the
						discretion to terminate the
						Contract along
						with forfeiture of
						security deposit
						/blacklist of firm
	Usage of attached	1000/-	-	-	-	For each
	vehicle for other private					contravention
	commercial Purpose					

#### **17. PENALTIES**

6.	Change of driver without prior written Intimation/permission	500/-	-	-	-	On each occasion
7.	Delay (more than 30 minutes in reporting for duty by driver)	500/-	800/-	1000/-		In addition, Rental charge for the day will also not be paid
8.	Non-compliance of any other terms and conditions	500/-	800/-	1000/-	-	For each violation per vehicle

## NIFT also reserves the right to impose penalties for unsatisfactory services which may include:

- i. Misbehaviour by driver/any staff of agency with the users.
- ii. Non-Compliance of instructions given by NIFT.
- iii. Non-punctual, Non-cleanliness & poor quality of vehicles (both interior & exterior).

The final decision of the extent of penalty to be levied on the Contractor will rest with the Competent Authority, NIFT.

#### **18. PAYMENT**

- 18.1. For doing the work indicated above, the Contractor will be paid according to the Approved Schedule of Rates as per Annexure-II to V. The payment of hiring vehicle service will be made on monthly basis.
- 18.2 The rates given in the Schedule of Rates will be binding on both the parties.
- 18.3 Subject to any deductions which NIFT will be authorised to make under the terms of Contract that may be applicable while accepting the tender, the Contractor shall be entitled for payment as under:

"The Contractor shall prepare and submit monthly bills in proper form along with copy of log book. The Log Book on every trip shall be counter signed by the officer of the Institute, who has travelled by the Vehicle. Payment of amount claimed will be worked out after necessary checks of the correctness of the claim. The aforesaid payment of the bill will ordinarily be made within 15 working days of submission of the bills, after deduction of applicable tax at source.

- 18.4 No claim in respect of under-payment to the Contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by NIFT.
- 18.5 Payment shall be made through NEFT/RTGS/ ONLINE TRANSFER only.
- 18.6 NIFT will have the right to recover any over payment which might have been made to the Contractor by NIFT through inadvertence, error, etc. or any cause whatsoever from their bills and from the security deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the security deposit, the Contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which NIFT will be at liberty to deduct the said amount from the future bills.

18.7 Daily LOG-BOOK should be maintained and should be got signed by the user and the concerned authorized staff of the NIFT. The LOG-BOOK should be in a proper prescribed format and all columns should be filled in properly.

#### **19. ILLEGAL GRATIFICATION**

Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one of his or on their behalf to any employees(s) of NIFT or to any person on his or on their behalf in relation to the obtaining or the executing of this or any other Contract with NIFT shall entitle NIFT to rescind all Contracts with him in addition to any criminal liability the Contractor may incur. The Contractor shall not lend to or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee(s) of NIFT and, if he shall do so, NIFT shall be entitled forthwith to rescind his all Contracts with CONTRACTOR. Any question or dispute as to the commissions of any offense or compensation payable to NIFT under this clause shall be settled by NIFT in such a manner as it considers fit, sufficient and decision in this regard shall be final and conclusive.

#### 20. NIFT RESERVES THE RIGHT TO TERMINATE THE AGREEMENT IN CASE CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN A COURT OF LAW.

If, at any time, the Contractor becomes insolvent or files an application for insolvency or any of his creditor moves the court for adjudicating him as an insolvent or, if he is convicted in any Court of law, NIFT will have the absolute option of terminating the Contract forthwith and the Contractor shall have no right for damage or compensation on this account.

#### 21. EXIT CLAUSE

NIFT will have the right to terminate the Contract by serving an advance 30 days of notice against Contractor in case there are sufficient reasons for doing so as determined by the Authority. Agency needs to give 3 months of notice for termination of agreement.

NIFT shall have the right to terminate the contract without notice at any time before the expiry of the term, in case the work performance is not upto the standard, or in case there is any violation of NIFT rules & regulations, or if there is any lapse in compliance of any Labour Legislation, or if there is any incident of indiscipline on the part of the contractor or his staff. The decision of NIFT's Management in this regard would be final and binding on the contractor. In such an event NIFT shall have the right to engage any other Agency to carry out the travel assignments.

#### 22. ARBITRATION

Any dispute arising with regard to any aspect of this agreement shall be resolved by mutual discussions and consultations between the parties to the agreement. In case the dispute remains unresolved through consultation, it shall be referred to an arbitrator, to be appointed in consultation by the two parties involved in this dispute, as per provisions governing arbitration Act of the country. Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The award of the Arbitrator shall be final, conclusive and binding on all parties to the Contract.

#### 23. GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the following officials of NIFT:

- a. Prof. (Dr.) Sameer Sood, Joint Director, Tel. 0755-2493636 Email; jointdirector.bhopal@nift.ac.in
- b. Mr. Anil Sharma , RA (Admin.), 0755-2493636 Email: admin.bhopal@nift.ac.in

#### **TECHNICAL BID** [For hiring Bus and Taxi by NIFT Bhopal]

S1. No.	The following information/document are required	Description
1.	Name of the Agency / Firm / Company etc.:	
2.	Name, Address, Designation, Telephone nos. of the Proprietor/ Owner/Partner etc. Phone No, Fax No, E-mail id :	
3.	Nature of Ownership / Legal Status: (Sole Proprietor, Partnership firm, limited Company, Corporation, etc. Attach proof)	
4.	Registration No of the Agency / Firm / Company etc.: Month and Year of commencement of passenger/ tourist vehicle hiring business (duly self-attested photocopy of certificate to be submitted)	
5.	Registration of EPF and E.S.I for employees of the company/firm : (duly self-attested photocopy of certificates to be submitted).	
6.	PAN No and Goods & Service Tax (GST) of the Agency / Firm / Company etc.: (duly self-attested photocopy of certificate to be submitted)	
7.	Turnover certificate duly audited by the Charted Accountants (CA) and Income tax return for the last three years (copy to be enclosed)	
8.	The Agency should provide undertaking on its letter head that it has not been blacklisted by any Government department/ Agency in the last 5 years.	
9.	The bidder should provide the copies of Registration Certificate minimum of 03 Bus of model not older than year 2016 and 07 Cars (AC) not older than year 2018 registered as commercial vehicles (Copies of their Registration Certificate should be produced as a proof).	
10.	Whether having 03 years' experience in providing vehicle to preferably to Government/ Semi- Government/Autonomous Bodies / Reputed National Level Institutions/ Hospitals.: (duly self- attested photocopy of certificate to be submitted)	
11.	Acceptance of terms & conditions containing the bid documents, the bidder/authorised signatory will have to sign (with necessary authority letter) & put stamp of his firm/company on each page of the bid document.	

12. Details of vehicles (Bus and Taxi) to be offered to NIFT Bhopal (Attach separate sheet duly signed. If required for more information)

Vehicle registration Number	Make of Vehicle	Manufacturing year of Vehicle

13. List of present and past clients in the following format (*Please use separate sheet duly signed, if required without changing the format*). *Please attach client certificate / work orders/Performance certificates, etc. clearly giving period of Contract.* 

Sl No.	Name of the Organization with Complete Postal address	Name & Designation of the contact person with Tel/Mobile Nos., Email ID's.	Period for which the Contract is/was awarded	Name/Number of the passenger Vehicle deployed by your firm on site

14. Turnover in the field of providing passenger /Tourist vehicles on hire basis done during the last three years (submit a certificate duly attested by Authorised Charted Accountant or Income Tax Certificate any of the following documents i.e Profit and Loss account, Balance Sheet or Income Tax return filed)

Financial Year	2016-17	2017-18	2018-19
Annual Turnover			
(Rs. in Lakhs)			

#### 15. Experience (Attach separate sheet for more information duly signed)

Name of the Client	Period of service	Model of vehicles	Remarks(if any)
	renou or service	Provided	Remarks(ii any)

- 16. Number of employees (drivers/mechanics).
- 17. Audited Balance Sheet for the last three years. Annual turnover of the firm should not be less than **Rs.40,00,000/- (Rupees Forty Lakhs)** in each financial year for last three consecutive years (bidding for both bus and taxi services).

#### Declaration

I/We hereby declare that the particulars given above are correct and complete to the best of my knowledge.

(Signature of the authorized person) Name: Designation: Seal of the Firm / Agency/ Company:

#### **ANNEXURE II**

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#### PRICE BID

- **1.** Name of the Agency / Firm / Company
- 2. Address of the Agency / Firm / Company :

#### Rates for AC Cars (on monthly Basis)

Particulars	Vehicles	
	1	2
	Toyota Etios/Ford Eco Sport or any vehicle equivalent or higher version	Toyota Innova-Crysta or equivalent or higher version
	01 No.	01 No.
	3000 km per month for 360 hours per Month (12 hours per day, seven days a week, 08:00 am to 08:00 pm)	2500 km per month for 360 hours per Month (12 hours per day, seven days a week, 08:00 am to 08:00 pm)
(a) Monthly Charges	Rs	Rs
(b) For every extra Kilometres	Rsper Km	Rsper Km
(c) For every extra hours beyond 360 hours	Rsper Km	Rsper Km
(d) Outstation night halt charges	Rsper Night	Rsper Night

#### <u>Note:</u>

- 1. Weekly 7 days working
- 2. In case of any breakdown, alternate arrangement shall be made by the agency.

# <u>Important Note:</u> If the monthly run is less than the standard 3000 Kms and 2500 Kms for Sedan/SUV and SUV cars respectively, the balance Kms. shall be carried forward and adjusted in next three months.

#### **ANNEXURE III**

#### PRICE BID

1. Name of the Agency / Firm / Company : \_\_\_\_\_

2. Address of the Agency / Firm / Company : \_\_\_\_\_

#### Rates for Non-AC Bus (on Monthly Basis)

	Particulars	40+D Seater (Non-AC)
(a)	1200 km per month for 390 hours per Month (13 hours per day, seven days a week, 08.00 am to 09.00 pm)	Rs
(b)	For every extra Kilometres beyond 1200 km	Rsper Km
(c)	For every extra hours beyond 390 Hours	Rs per hour

#### Note:

1. Weekly 7 days working

2. In case of any breakdown, alternate arrangement shall be made by the agency.

## Important Note: If the monthly run is less than the standard 1200 Kms for bus, the balance Kms. shall be carried forward and adjusted in next three months.

#### **EVALUATION OF TENDER**

Tender will be evaluated combined for Bus and Taxi Services.

The work will be awarded to the L1 bidder based on combined monthly charges mentioned in Annexure II and III at Sr. No. (a) only for Bus and Taxi Services.

:\_\_\_\_\_

:\_\_\_\_\_

#### PRICE BID

#### Rates for AC Cars (on Daily Basis)

#### **OPTIONAL**

#### **1.** Name of the agency / firm / Company

#### **2.** Address of the agency / firm / Company

Particulars	Suzuki Swift Dzire/ Toyota Etios/Hyundai Xcent/Honda Amaze / Ford Figo Aspire /Ford Eco Sport or any Sedan vehicle equivalent or higher version	Suzuki Ciaz/ Skoda Rapid/ Volkswagen Vento/Hyundai Verna/Honda City or equivalent or higher version	Toyota Innova/Mahindra XUV 500 or equivalent or higher version
Rates for 60 km for 5 working hours on any day	Rs	Rs	Rs
Rates for 150 km for 8 working hours on any day	Rs	Rs	Rs
Rates for 250 km for 12 working hours on any day	Rs	Rs	Rs
Extra charges per kilometer	Rsper Km	Rsper Km	Rsper Km
Extra charges per Hours	Rsper Hour	Rsper Hour	Rsper Hour

Note:

1. Rates will be all inclusive of driver, fuel, Night halt charges, etc. However, toll tax or parking etc. will be reimbursed on production of bills/receipts separately.

2. In case of any breakdown, alternate arrangement shall be made by the agency.

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#### PRICE BID

#### Rates for AC Traveller / Mini Bus/Bus (on Daily Basis) Outside city limits and within Madhya Pradesh State (Including permit charges, if any)

#### **OPTIONAL**

- **1.** Name of the agency / firm / Company
- **2.** Address of the agency / firm / Company

Particulars	16+D seater	24+D seater	32+D seater	40+D seater		
Rates for 60 km for 6 working hours on any day	Rs	Rs	Rs	Rs		
Rates for 100 km for 10 working hours on any day	Rs	Rs	Rs	Rs		
Rates for 250 km for 12 working hours on any day	Rs	Rs	Rs	Rs		
	Rsper Km	Rsper Km	Rsper Km	Rsper Km		
	Rsper Hour	Rsper Hour	Rsper Hour	Rsper Hour		
8	Rs Per night	Rs Per night	Rs Per night	Rs Per night		

Note:

- 1. Rates will be all inclusive of driver, fuel, Night halt charges and helper in the case of buses etc. However, toll tax or parking etc. will be reimbursed separately.
- 2. One helper need to be provided with **32+D**, **40+D**, **50+D** Seater Bus.
- 3. In case of any breakdown, alternate arrangement shall be made by the agency.

#### DECLARATION

I/We hereby declare that the particulars given above are correct and complete to the best of my knowledge.

Signature of the Authorized Signatory With seal of the company

#### MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

То

NIFT, Bhopal

## Sub: Authorization for release of payment / dues from NIFT, Bhopal through Electronic Fund Transfer/RTGS Transfer.

#### 1. Name of the Agency/Firm/Company:

#### 2. Address of the Party:

City\_\_\_\_Pin Code\_\_\_\_\_ E-Mail ID\_\_\_\_\_Mob No:\_\_\_\_\_Permanent Account Number

#### 3. Particulars of Bank:

Bank Name:	Branch Name:	
Branch City:	Branch Code:	
PIN Code:		
MICR No.:		

#### 4. Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)

IFS Code:(11 digit alpha numeric code)																	
Account Type	Savings			Current				Cash Credit									
Account Number:																	

#### DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold NIFT responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: Date :

#### Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records Bankers Stamp:

Date:

#### Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

#### ACCEPTANCE OF THE TENDERERS (On Company's Letter head)

All the clauses of the tender document and terms and conditions enumerated have been read and understood by me/us. It is certified that I/we/ am/are submitting this bid by accepting the terms and Conditions of the Tender Notification as well as the Tender Document.

Signature of the authorized signatory Name:

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

Company Seal: