



राष्ट्रीय फैशन प्रौद्योगिकी संस्थान
(एक सांविधिक संस्थान निफ्ट 2006 अधिनियम के तहत प्रमाणित)
(वस्त्र मंत्रालय, भारत सरकार द्वारा स्थापित संस्थान)

निफ्ट कैंपस, दूरभाष नगर, आईटीआई परिसर, रायबरेली - 229010 (फोन: 0535-2702426)

9503(92)/NIFT(Bldg)/Transport hire vehicle /18

दिनांक: 17.10.2022

Notice Inviting E-Tender

National Institute of Fashion Technology (NIFT), Raebareli invites online e-Tender in two Bid systems for **"Hiring of Official 01no. (One) Toyota Etios/Maruti Swift Dzire/Honda Amaze (Not older than 2021 Model and running less than 10,000/- kms in total), White/Silver Color in excellent condition for a period of one year which may be extended on yearly basis for further period of two years. Additional Cars may also be required on call basis – as and when required on quoted rate."** The e-tender notice and e-tender documents are available on CPPP Portal i.e. <https://eprocure.gov.in/eprocure/app> and same is also available for viewing on the "Tenders" link of the NIFT website i.e. <https://nift.ac.in/raebareli>.

The Tenderers are requested to read the instructions in the e-Tender; Terms and conditions carefully before quoting the rates in Tender Schedule and comply with the same there after amendments made if any. Application to this tender will be accepted only through the online mode through <https://eprocure.gov.in/eprocure/app> (CPPP Portal). No other mode of tender shall be considered and as such tender other the CPP Portal shall not be accepted. The right to accept or reject any / or all the tenders/quotations from any or all parties without assigning any reason is reserved to NIFT.

Time Schedule for Tender Process:

OPENING DATE FOR ONLINE SUBMISSION OF TENDER	17.10.2022 from 6:00 PM
CLOSING DATE FOR ONLINE SUBMISSION OF TENDER	08.11.2022 up to 3.00 PM
Date and time of opening of tender (Technical Bid)	09.11.2022 up to 3.30 PM
Opening Date and Time of Financial Bid(s)	will be notified to the technically qualified bidders only
Earnest Money Required: Rs.30,000/-	in the form of Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee in favour of NIFT, payable at Raebareli to be sent in the envelope on or before last date i.e. 08.11.2022 at 03:00 PM.

Note: Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee of EMD in original must be sent in the envelope with caption 'Tender no.....' & Date..... and **"Hiring of Official 01no. (One) Toyota Etios/Maruti Swift Dzire/Honda Amaze (Not older than 2021 Model and running less than 10,000/- kms in total), White/Silver Color in excellent condition for a period of one year**

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which may be extended on yearly basis for further period of two years. Additional Cars may also be required on call basis – as and when required on quoted rate” and address to the “Joint Director, National Institute of Fashion Technology, NIFT Campus, Doorbhash Nagar, Raebareli-229010” on or before the last date of bid submission date i.e. 08.11.2022 at 03:00 PM.

For applying online, the Firm should get itself registered at <https://eprocure.gov.in/eprocure/app> (CPP Portal).

Note: The tenderer must upload self-attested copies of all the relevant documents in separately and a copy of the same (Only Technical bid) in physical form also (which are being uploaded with online tender) send along with required EMD on or before the closing date of the tender except PRICE BID. Tender documents of contractors not producing proof of possessing above mentioned documents are liable to be rejected without any notice.

Documents submitted online only will be considered for evaluation.

Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee of EMD will not be entertained after closing date & time of the tender i.e. 08.11.2022 at 03:00 PM.

(Purchase Officer)
NIFT-Raebareli

Note: This tender document contains 19 pages (Total no. of pages including Annexures) and bidders are requested to submit the signed and scanned all the pages.

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1. INTRODUCTION

National Institute of Fashion Technology (NIFT) is a Statutory Body governed by the NIFT Act 2006 and is set up by the Ministry of Textile, Govt. of India 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 18 campuses. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhi Nagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkota, Mumbai, New Delhi, Patna, Punchkula, Raebareli, Shillong, Srinagar and Daman & Diu.

NIFT, Rae Bareli Campus was established in the year 2007 and imparting education to 5 (Five) undergraduate and 1 (One) post graduate programmes. Donations to NIFT are exempted u/s 80 (G) of Income Tax Act. and is registered with DSIR and NIFT is exempted for Custom/Central Excise Duty.

2. NOTICE INVITING E-TENDER

National Institute of Fashion Technology (NIFT), Raebareli invites online e-Tender in two Bid systems for **“Hiring of Official 01no. (One) Toyota Etios/Maruti Swift Dzire/Honda Amaze (Not older than 2021 Model and running less than 10,000/- kms in total), White/Silver Color in excellent condition for a period of one year which may be extended on yearly basis for further period of two years. Additional Cars may also be required on call basis – as and when required on quoted rate.”** The Tenderers are requested to read the instructions in the e-Tender; Terms and conditions carefully and can also visit the Campus to have realistic view of the scope of work before quoting the rates in quotations/Tender schedule and comply with the same, Amendments/modification in the tender will be mentioned in the NIFT Raebareli Website. Application to this tender will be accepted only through the online mode <https://eprocure.gov.in/eprocure/app> (CPPP Portal). No other mode of tender shall be considered and as such tender other than CPP Portal shall not be accepted. However, the required EMD in original **Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee** must be sent in the envelope with caption ‘tender no.’ and EMD address to the “Joint Director, NIFT Campus, Doorbhash Nagar, Raebareli-229010 on or before the last date and time of bid submission date.

Time Schedule for Tender Process:

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It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context National Institute of Fashion Technology will not be responsible for any such eventualities.

3. **PROCESS OF ONLINE REGISTRATION & SUBMISSION OF BIDS**

- a) Interested bidders should apply online and submit their tender and the bids along with scanned copies of all the relevant certificates, documents, etc. in support of their technical & price bids – all duly signed – on the <https://eprocure.gov.in/eprocure/app> (CPPP Portal). Tender document is also available for viewing on the “tenders” link of the NIFT website i.e. <http://nift.ac.in/raebareli>.
- b) Applications/Bid to this tender will be accepted only through the online mode through <https://eprocure.gov.in/eprocure/app> (CPPP Portal) No other mode of application will be considered & the application will not be accepted.
- c) For applying online, the firm should get itself registered at <https://eprocure.gov.in/eprocure/app> (CPPP Portal).
- d) The bidder needs to mention his Company Name, Address and User-ID to register in CPPP Portal.
- e) The basic requirements for registration and applying for tender online are as under:
 - Operating System should be at least windows 7.
 - Java version: Java 8 updates 25.
 - Use Internet Explorer 8 and above.
 - All java add-ons must be enabled in the system.
 - Always use Class III B Digital Signature Certificates (DSC) having Signing and Encryption both.
- f) The bidder should ensure that it complies with the above requirements before applying for tender upto 08.11.2022.
- g) **Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee** of EMD in original must be sent in the envelope with caption 'Tender no.....' & Date..... and **“Hiring of Official 01no. (One) Toyota Etios/Maruti Swift Dzire/Honda Amaze (Not older than 2021 Model and running less than 10,000/- kms in total), White/Silver Color in excellent condition for a period of one year which may be extended on yearly basis for further period of two years. Additional Cars may also be required on call basis – as and when required on quoted rate”** on or before the last date of bid submission date i.e. 08.11.2022 at 03:00 PM. The scanned copy of the original EMD **Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee** should be uploaded along with Tender Documents.
- h) Online submission of technical bid contains in prescribed Performa as per **Annexure – I (Technical Bid)** along with scanned copies of **Insurance Surety Bonds/Account**

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Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee in favor of NATIONAL INSTITUTE OF FASHION TECHNOLOGY and payable at Raebareli towards Earnest Money Deposit (refundable but non-interest bearing) with all relevant documents.

- i) *The tenderer must upload self-attested copies of all the relevant documents in separately and a copy of the same (Only Technical bid) in physical form also (which are being uploaded with online tender) send along with required EMD on or before the closing date of the tender except PRICE BID. Tender documents of contractors not producing proof of possessing above mentioned documents are liable to be rejected without any notice.*

Documents submitted online only will be considered for evaluation.

- j) Online financial bid may be submitted/filled separately as per BOQ format available on <https://eprocure.gov.in/eprocure/app> (CPP Portal).
- k) The online financial bid will be opened on the date which will be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.
- l) The interested bidders are advised to read carefully the entire tender document before submitting their tender and the tender documents not received online in prescribed format and/or are found incomplete in any respect will be summarily rejected.

4. **SELECTION CRITERIA OF BIDDER**

The selection of eligible bidder will be based as per following terms & Conditions:

Technical Bid: The financial bid will be opened only of those bidders who will qualify technical bid.

Financial Bid: Work order will be awarded to the L1 bidder/s who will quote lowest rate for overall work in **Indian Rupees (INR) including GST.** **The selection of L-1 will be based on the following calculation:**

Price Bid Evaluation Criteria

The criteria of evaluation will be on the basis of "Weightage". Financial bid Annexure B (Part I) will carry weightage of 80% and financial bid Annexure B (Part II) will carry weightage of 20%. The L-1 (Lowest Weightage) will be decided as under:

L1=

$$\left\{ \begin{array}{l} \text{Rate quoted by party for one vehicle in financial bid (Annexure B (part-I) i.e. Column 04)} \\ \hline \text{2500 kms} \end{array} \right\} \times 0.7$$

+

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{	Sum of rate/per KM quoted by party for vehicle category, part 1 (Annexure B)	}	x 0.1
	1		
+			
{	(Sum of Rate /km quoted by party for vehicle category Sr. 1 & 2 at, part II (Annexure B)	}	x 0.2
	2		

The bidders should have to quote for all component /specification of work as mentioned in the price bid/BOQ. If any bidder has not quoted or quoted 'Zero (0)' rate in any of the component/specification of works, it will be treated as it all the particular / specification of the work should be carried out by selected agency within the overall price quoted.

In case L-1 is more than one, then the overall average turnover of last 03 years i.e. 2018-19, 2019-20 & 2020-21 of the bidders on higher side would be the selection criteria. Selection of successful bidder by NIFT authority in such situation will be one of the final in all respect and will be binding on all the bidders.

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards, GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. DOCUMENTS REQUIRED

Tender shall be accompanied by the relevant documents with Technical Bid **(Annexure-I)** duly certified by the firm: -

- (I) The annual financial turnover of the bidding firm during last three years ending 31.03.21 should be at least Rs.5.00 Lacs (Rupees Five Lacs only) for each financial year i.e. 2018-19, 2019-20 & 2020-21. Certificate depicting year wise financial turnover of the bidding firms during last three years ending 31.03.2021 (i.e. 2018-19, 2019-20 & 2020-21.) duly certified by Chartered Accountant must be attached (submit original scanned copy).
- (II) **Relaxation in turnover & Experience:** As per the Govt. of India policy circular 1(2)/2016/MA dated 10th March 2016 relaxation shall be provided to Startups/MSME/MSE/NSIC in public procurement on prior experience & Turn over criteria subject to meeting quality and technical specifications.

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- (III) Copy of Registration Certificate in support of GST and PAN No. (Submit original scanned copy online).
- (IV) The bidder shall be required to deposit the Earnest Money Deposit (EMD) amount of **Rs.30,000/-** (Rupees Thirty Thousand Only) in form of Demand Draft / Banker Cheque in favor of NIFT payable at Raebareli. The **Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee** must be reached NIFT Raebareli Campus on or before **08.11.2022 at 03:00 PM**, EMD received after due date will not be entertained.
- (V) Those bidders exempted from EMD cost, submit the certificate issued by the concerned department like – “NSIC, MSME, Startup India etc.” (Submit original scanned copy online).
- (VI) Declaration on the Company letter head that the bidder has not been debarred /Blacklisted from participating in tender anywhere in NIFT HO and its Campuses and any Government Department / Public sector undertaking and also declaration to accept all the terms and conditions of tender document as Annexure III. (Submit original scanned copy online).
- (VII) The bidder /firm should own or have on lease at least one vehicle registered as commercial vehicles in his name or firms name for use as commercial vehicles (taxi). The proof of ownership in case of own vehicle or in case of leased/hold vehicle a power of attorney/affidavit authorising the bidder to use the vehicle for hiring on stamp paper from notary should be submitted. In case of leased/hold vehicle a power of attorney/affidavit authorising the bidder to use the vehicle for hiring purpose should be for at least two years and not before 01/04/2021 (Please attach a copy of the same with the technical bid)
- (VIII) The tenderer must note that the vehicle offered should be registered as commercial Vehicle (taxi) with all India taxi permit
- (IX) The vehicle offered should be insured fully including third party insurance.
- (X) The Tenderer should have valid PAN Card. (Also attach a copy of the same with the Technical Bid).
- (XI) The tenderer should have at least one-year experience of providing taxi services to Govt institution/Autonomous Bodies/PSU's.
- (XII) The evaluation will be done on hiring of vehicle on monthly basis as well as hiring of vehicle on call basis. (Annexure B- Part I & II).

6. Terms & Conditions:

General Terms and Conditions

1. Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected.
2. The schedule issued with the form of tender listing the services to be rendered must not be altered by the tenderer.

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3. No paper shall be detached from the tender.
4. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer.
5. The tender should be filled and submitted strictly in accordance with the instructions laid down herein, otherwise, the tender is liable to be disqualified.
6. The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in.
7. Individual signing the tender or other documents connected with the tender must specify whether he signs as:
 - 7.1 A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - 7.2 A partner of the firm if it is a partnership, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - 7.3 Director or Principal Officer duly authorized by the Board of Directors of the company.
 - 7.4 In case of (7.2) a copy of the partnership agreement and general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate of registration of power of attorney should be attached along with the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (7.3) the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.
 - 7.5 The vehicle offered would be registered in the name of the tenderer /firm or he should have Power of Attorney to operate the same.
- 8 The Technical bid in the prescribed format as given in **Annexure A** & the price bid in the prescribed format given in **Annexure B (Part I & II)** should be submitted by the bidder through online mode at schedule date and time.

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- 9 Tenders received after the specified date and time due to any reasons, including postal delay in case of EMD, will not be considered. The agency submitting the tender would be presumed to have considered and accepted all the terms and conditions of this tender. No enquiry (verbal or written) shall be entertained in respect of acceptance/rejection of the tender. The date, time and venue of opening of "Price bid" shall be communicated to the qualified bidders of Technical Bid separately.
- 10 PLEASE NOTE THAT OFFERS NOT ACCOMPANIED BY THE REQUIRED EMD DEPOSIT ARE LIABLE TO BE REJECTED.
- 11 A Demand Draft of **Rs.30,000/-** (Rupees Thirty Thousand only) is required to be deposited as earnest money deposit (EMD) in favour of NATIONAL INSTITUTE OF FASHION TECHNOLOGY, Payable at Raebareli.
12. The earnest money deposit of the successful tenderer can be forfeited on any of the following grounds:
 - 12.1 Misleads NIFT during the course of evaluation of the tender by providing false and misleading information.
 - 12.2 Withdraws tender offer before finalization of the same.
 - 12.3 Fails to accept the tender, if his/their tender is accepted by NIFT Raebareli.
 - 12.4 If party become-L1 and is not willing to accept the offer.
 - 12.5 Fails to commence the Hiring of Taxi Services within specified time after receipt of the letter awarding the contract. Failing this, NIFT reserve the right to cancel the letter awarding the contract.
 - 12.6 Fails to complete the work satisfactorily.
13. EMD shall be returned without interest: -
 - 13.2 to the unsuccessful bidders after the award of contract.
 - 13.3 In case bidding process is terminated by NIFT for any reason.
14. The bids should be valid in the case of all the tenders for at least three months from the date of opening of the tender. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract.
15. Any conditional offers made by the tenderer or any alterations/ corrections made in the tender form will not be considered. Similarly, incomplete and unsigned tender may not be considered. The tender form should be signed and stamped for the purpose of the tender offer.
16. National Institute of Fashion Technology, Raebareli reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is

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not bound to accept the lowest bid since due weightage shall be given to several factors besides the commercial bid.

17. The Price Bid of the technically qualified bidders will only be opened.
18. The Security Deposit of the successful tenderer shall be liable to be forfeited
 - I. if the tenderer breaches the terms and conditions of the contract after accepting the work order.
 - II. If the tenderer fails to commence the services within 20(twenty) days of the receipt of the letter awarding the contract.
19. Correction, if any, must be attested.
20. The contractor shall provide commercial vehicle (taxies) of model not older than 2021 in excellent condition and has not completed **10,000 km** in total as per requirement. The vehicle shall be provided at the office of NIFT Campus at Raebareli on monthly rental basis
21. The contract will be awarded for the period of one year which may be extended on yearly basis for further period of two years subject to satisfactorily performance.
22. The Contractor shall provide the requisite vehicle of the desired description with a dedicated driver for performing the duties as per requirement of the Institute.
23. The driver of the firm should possess sound health and be free from diseases, especially contagious and frequently occurring diseases and have a valid Identity card issued by the Company while on work/visit.
24. The driver engaged by the contractor for carrying out tasks under this contract, shall be deemed to be the employees of the contractor's Agency. The Agency shall be solely responsible for their wages, fringe benefits, duty roster, leave-records, relievers, dress etc.
25. The drivers should have valid Driving License from the RTO.
 - 25.1 Initially the contract shall remain valid for a period of one year from the date of its commencement and will be renewed from year to year basis for further period of two years thus maximum upto 3 years in total subject to satisfactory performance. The contract once awarded can be terminated by either side after giving three months' notice. Nevertheless, NIFT may terminate the contract of the Firm without any notice in case the firm commits a breach of any of the terms of the contract. NIFT's decision that a breach has occurred will be final and shall be accepted without demur by the Firm.
 - 25.2 The rates quoted shall be considered inclusive of all taxes & levies.

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26. The Firm shall be liable with regard to compliance of all the laws, regulation, rule and directions given by any statutory authority with regard to safety, labour laws or any other laws in force in the State of Uttar Pradesh.
27. The successful bidder will have to provide vehicle or any other LMV as and when required to NIFT Raebareli on call basis on the rate decided in **Annexure B (Part II)**. This is in addition to vehicle required by NIFT Raebareli as indicated in Tender at **Annexure-B (Part I)**.
28. NIFT shall in no way be responsible for any default with regard to any statutory obligation and the firm will indemnify NIFT in case of any damage or liability, which may arise on account of action of firm.
29. Vendor will have to provide the vehicle on monthly basis with the limit of 2500 KM per month. The vendor has to make arrangement in such a way that pickup and drop facility would commence from Lucknow to Raebareli and back to Lucknow. However, when the vehicle is required for other destination the pickup and drop point will be Raebareli while the vehicle is stationed at Raebareli. NIFT shall provide stay arrangement for the driver and in case the driver is used for night duty stay one meal for dinner will be arranged by NIFT.
31. The firms are required to quote the vehicle details as per Annexure-A. The details should be clearly written and there should be no overwriting.
32. The firms are required to quote rates as per Annexure-B (Part I & II). The Bidder shall quote the rates in figures as well as in words so that interpolation is not possible. The figures should be clearly written and there should be no overwriting.
33. Any dispute arising with regards 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 the dispute, as per provisions governing Arbitration Act of the country.
34. The firm shall at all times indemnify and keep indemnified the owner and its officers, servants and agents for and against all third party claims whatsoever (including claim not limited to property loss and damage, personal accident, injury or death of/or property or person of any sub-contract and or the servants or agents of the Firm any sub-firm(s) and or the owner and the Firm shall at his own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
35. The Firm shall deposit a Demand Draft/Bank Guarantee TDR of any scheduled Bank in favor of NIFT Raebareli of value equivalent to 3% of the Annual Contract Value as Performance Guarantee with NIFT Raebareli. No interest shall accrue on this deposit,

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which will be returned after the successful completion of contract and after adjusting dues if any, of the firm to NIFT.

36. The Drivers employed by the firm shall have no relation whatsoever with National Institute of Fashion Technology. Any act on the part of the bidder to influence anybody in NIFT would make him liable for rejection of his tender
37. Parking charges at Airports/Parking lots/Toll Tax will be borne by NIFT Raebareli on production of original bills/slips.
38. All Challans/Transport Authority payments will be borne by the contractor.
39. The log book for supply of the vehicle on regular (monthly) hire basis to NIFT Raebareli will be maintained by the contractor which will duly be verified by In-charge transport. The meter readings at the start and close will be entered in the log book. Any cheating in both the readings will be treated as violation of the agreement and will invite penalty @ Rs.500/- per case. NIFT reserves the right to decide the violation and will not be challenged by the contractor. A copy of the log book should be submitted along with the bill.
40. The Contractor shall be responsible for the payment of wages and allowances as per Minimum Wages Act of Central Govt. to drivers and all statutory dues to the persons employed by him for providing the services. The Contractor shall be further responsible for proper discipline of the employees engaged by him and their work besides observing other obligation. No child labourers shall be permitted by NIFT under this contract. Further the contractor shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event if there is any violation of any contractual or statutory obligation regarding the personnel / labour, the contractor shall be responsible and liable for the same. Further, in the event any claim, action or suit is instituted against NIFT, the Contractor shall be required to reimburse to NIFT any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined. NIFT shall also have the right to deduct these amounts from the payment due to the Contractor while settling the payments.
41. The contractor shall comply with all existing labour legislation and Acts, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any Labour Legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse on the part of the contractor. If any of these are not required by the bidder then a self – signed declaration in this regard should be submitted.
42. The payment shall be released on monthly basis on submission of bill in duplicate by the firm within 15 days. The bills should be accompanied with (i) monthly logbook and a copy of logbook should be enclosed. (ii) (TDS) Income tax/GST etc as applicable

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at prevailing rate will be deducted at source. (iii). The PAN No.&GSTIN number must be written on all the bills.

43. All charges on repairs including spares, labour, fuel, lubricants and drivers wage and any other charges towards the maintenance of the vehicle shall be borne by the tenderer and in case of break-down of the vehicle in the middle of the journey, the tenderer shall provide standby vehicle of the same category without any extra charge. If the tenderer fails to provide standby taxi, during the breakdown or for any other reason fails to provide vehicle a penalty of Rs.500/- will be imposed per day. In case the contractor is regular defaulter his contract will be terminated and the security deposit will be forfeited from the date of acceptance.
44. The Contractor shall provide well behaved drivers in proper uniform approved by NIFT Raebareli with mobile having knowledge of different routes as well as repair of cars and valid **Driving License**. The reporting time, place, address etc should be strictly followed by the Contractor. In case of non-availability of requisitioned taxi, it will be the responsibility of the contractor to provide equivalent or upgraded model of excellent condition at the same rate with prior consent of NIFT.
45. The vehicle provided by the contractor must be in excellent condition and must have proper & complete documents. If the vehicle provided is not in an excellent condition, NIFT shall reject the vehicle and a penalty of Rs. 500/-on each case shall be imposed which will be deducted from the monthly payment.
46. In case of failure of vehicle or non-availability of the vehicles (rental and additional vehicles) for any reason during any working days, the contractor will have to arrange for the substitute vehicle, the rental charges paid by the Institute will be deducted/adjusted from the monthly bill of the contractor. If on any day the vehicle does not report, on the specified time and place, a penalty of Rs.1000/- shall be imposed.
47. The contractor/driver shall get entries of the Milo-meter of each vehicle at the security gate, in the prescribed register, each time it leaves the Institute for duty and at the time of arrivals from the outside which should be duly verified by the guard of the gate.
48. Firms submitting tender would be considered to have read & accepted all terms & conditions. No enquiries verbal or written shall be entertained in respect of acceptance or rejection of the tenders.
49. The contractor will be fully responsible for the drivers, petrol-diesel, maintenance, RTO formalities, Insurance etc. The vehicles will be provided of either diesel or petrol.
50. If the vehicle is not used for 5 days or more, the monthly payment will be done for rest of the days in which vehicle is used on pro rata basis. One weekly off is permissible, however vehicle must be available on call basis during the requirement on off days.

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51. Escalation clause shall not be accepted on any ground during the pendency of contract.

7. CONCILIATION & ARBITRATION

- (i) If any dispute(s) or difference(s) of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution & settlement through a Committee appointed by Director – NIFT Raebareli Centre.
- (ii) In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to & settled by the sole Arbitrator to be appointed by Director – NIFT Raebareli Centre.
- (iii) The Arbitration proceedings shall be in accordance with the provision of the Arbitration & Conciliation Act, 1996 & Laws of India as amended or enacted from time to time.
- (iv) The venue of the Arbitration shall be based upon the NIFT Raebareli. The language of the arbitration proceedings shall be in English.
- (v) The Arbitrator will give the speaking & reasoned award.
- (vi) The cost incurred during arbitration, if any, shall be borne by the supplier.

8. APPLICABLE LAW & JURISDICTION

All matters connected with this shall be governed by the Indian Law both substantive & procedural for the time being in force & shall be subject to the exclusive jurisdiction of Indian Courts at Raebareli.

- (i) NIFT reserves the right to annul the bidding process at any period to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidders on the ground of NIFT action.
- (ii) The agency should not sublet the work or any part of the work to any other agency without written consent of NIFT.
- (iii) Decision of the Director-NIFT Raebareli will be final and binding in case of work requirement and in all the matters relating to technical and commercial terms and specifications including right reserved to reject the tender.

9. VALIDITY

- (i) Rates quoted should be valid for a period of 03 (Three) months from opening of Financial Bid.

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- (ii) The Tender should be submitted and signed by a duly authorized person, giving full name of the firm with its current business address.
- (iii) The bidders should satisfy themselves before submission of the tender to NIFT that they meet the qualifying criteria and capability as laid down in the Tender document.
- (iv) Initially maintenance contract shall remain valid for one year and it may be renewed /extended every year for further two years thus making total three years in the same terms and conditions subject to satisfactorily performance during the contract period. Nevertheless, the first party may terminate the contract of the second party without any notice in case the contractor commits breach. The decision of Director NIFT will be final and shall be accepted without demur by the second party. No escalation will be provided during the entire period of contract.

Annexure – I

Technical Bid for “Hiring of Official 01no. (One) Toyota Etios/Maruti Swift Dzire/Honda Amaze (Not older than 2021 Model and running less than 10,000/- kms in total), White/Silver Color in excellent condition for a period of one year which may be extended on yearly basis for further period of two years. Additional Cars may also be required on call basis – as and when required on quoted rate.”

1. Name of the Agency :
2. Name of the authorized person :
(Who signs on the tender document)
3. Address of the Agency :
4. Phone No :
5. email- address :
6. Mobile No. :

Eligibility Criteria for Selection:-

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S. No.	Documents to be submitted	Proof Required	Submitted (Yes/No)	Page No.
1.	The annual financial turnover of the bidding firm during last three years ending 31.03.21 should be at least Rs.5.00 Lacs (Rupees Five lacs only) for each financial year i.e. 2018-19, 2019-20 & 2020-21. Certificate depicting year wise financial turnover of the bidding firms during last three years ending 31.03.2021 (i.e.2018-19, 2019-20 & 2020-21.) duly certified by Chartered Accountant must be attached.	Submit original scanned copy online		
2.	Relaxation in turnover & Experience: As per the Govt. of India policy circular 1(2)/2016/MA dated 10th March 2016 relaxation shall be provided to Startups/MSME/MSE/NSIC in public procurement on prior experience & Turn over criteria subject to meeting quality and technical specifications. Those bidders exempted from EMD cost, submit the certificate issued by the concerned department like - "NSIC, MSME, Startup India etc."	Submit original scanned copy online		
S. No.	Documents to be submitted	Proof Required	Submitted (Yes/No)	Page No.
3.	The bidder /firm should own or have on lease at least one vehicle registered as commercial vehicles in his name or firms name for use as commercial vehicles (taxi). The proof of ownership in case of own vehicle or in case of leased/hold vehicle a power of attorney/affidavit authorizing the bidder to use the vehicle for hiring on stamp paper from notary should be submitted. In case of leased/hold vehicle a power of attorney/affidavit authorizing the bidder to use the vehicle for hiring purpose should be for at least two years and not before 01/04/2021 (Please attach a copy of the same with the technical bid) 1.Name of vehicle 2.Registration No. 3.Year (Copy & Proof to be attached)	Submit original scanned copy of supply orders		

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4.	Copy of Registration Certificate in support of GST and PAN No.	Submit original scanned copy online		
5.	Acceptance for offered vehicle (Maruti Swift Dzire/Etios) to be registered as commercial vehicle with all India taxi permit.(Pls tick Yes/No)	Yes or No		
6.	Bidder is required to submit the Earnest Money Deposit (EMD) of Rs.30,000/- in form of Insurance Surety Bonds/Account Payee Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee in favor of NIFT, payable at Raebareli as mentioned in a '5' "Document Required" & sub para 'vi' mentioned therein.	Submit original scanned copy online and enclosed DD separately		
6.	Proof of experience of at least one year providing taxi services to Government /Autonomous bodies/PSU's	Submit original scanned copy online		
7.	Declaration on the Company letter head that the bidder has not been debarred from participating in tender anywhere in NIFT HO and its Campuses and any Government Department / Public sector undertaking and declaration to accept all the terms and conditions of tender document, as per Annexure - II .	Submit original scanned copy online		

S. No.	Documents to be submitted	Proof Required	Submitted (Yes/No)	Page No.
8.	Acceptance of tender documents (Pages 1 to 19) duly signed and uploaded by the bidders.			

Signature of Tenderer:-----

Name of the Authorized Signatory :-----

Name of the Company/Firm :-----

Seal of the Company/Firm :-----

Address :-----

Contact No.:-----

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Sub: Undertaking/Acceptance of Terms & Conditions of Tender.

Tender Bid No.-

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) / portal namely: - **<https://eprocure.gov.in/eprocure/app>** (CPPP Portal).
2. I / We hereby certify that I / We have read entire terms and conditions of the tender document from Page No. 01 to 17 (including all annexures) and I / We shall abide by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s).
4. I / We do hereby declare that our Firm has not been blacklisted / debarred by NIFT Raebareli & its Campuses and any Government Department / Public Sector Undertaking.

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FULL SIGNATURE & STAMP OF THE TENDERER