



राष्ट्रीय फैशन टेक्नोलॉजी संस्थान

वस्त्र मंत्रालय, भारत सरकार

सिडको, इलेक्ट्रॉनिक काम्प्लेक्स रंगरेट

श्रीनगर 191132, जम्मू कश्मीर

National Institute of Fashion Technology

Ministry of Textiles, Govt. of India

SIDCO Electronic Complex Rangreth, Srinagar-191132 J&K

16634(1)/NIFT/Sgr/Accts/Hiring of Vehicles/2018/827

Dated: 26/07/2021

e-Tender Notice

National Institute of Fashion Technology (NIFT) Srinagar (hereinafter referred to as the "institute" set up by Government of India, Ministry of Textile in 1986, accorded statutory status under an act of the Parliament viz., NIFT Act, 2006, is an institute of National importance. The institute is engaged in imparting technical education and research of highest standards in the areas of Fashion Technology. NIFT Srinagar is presently functioning from its transit campus at SIDCO, Electronic Complex, Rangreth, Srinagar and is likely to shift to its permanent campus at Ompora, Budgam in near future. e-tenders under "**Two Bid System**" are invited on behalf of the President of India by the Director, NIFT, Srinagar for selection of a well-established, reputed, and experienced Transporter/Firm/Company/Agency to provide the Bus and Cars of different makes/models for use by its students and officers on monthly hire charges for a period of one year extendable on yearly basis for a further period of two years subject to satisfactory performance of the Transporter/Firm/Company/Agency. The bidders should go through the details contained in the Tender Document available at <https://eprocure.gov.in> before submitting their bids.

Time Schedule for Tendering Process

e-Tender Notification Date	= 26-07-2021
Last Date for Receipt of Bids on-line	= 16-08-2021(16:00 hrs)
Opening of Technical Bids	= 17-08-2021(15:00 Hrs)
Opening of Financial/Price Bids	= shall be notified separately to the eligible bidders.

Earnest Money Deposit (EMD) is **not** required for participation in the tendering process. However, the bidders are required to sign the "Bid Securing Declaration" and attach the same to the Technical Bid.

The bidders shall have to enclose all relevant documents (self-attested) to the Technical Bid both in softcopy as well as hardcopy form. Hard Copies of Technical Bid and Financial/Price Bid shall have to be deposited by the bidders in the office of the Director, NIFT SIDCO Electronic Complex Rangreth Srinagar by or before **16-08-2021(05:30 p.m.)**. Bids not supported by the documents as mentioned in the detailed Tender Document available at the institute's website www.nift.ac.in/srinagar are liable to be rejected.

For any clarification(s) the bidders can contact the following officers of the institute or e-mail their queries to them.

Mr. Nisar Ahmad Bhat

Consultant, NIFT Srinagar

Email ID: consultant.srinagar@nift.ac.in

or

Mr. Asif Arshid Ganie

I/c Transport

Email ID: estates.srinagar@nift.ac.in

Tel: 0194-2300995

Director
NIFT Srinagar

Tender Document

Invitation to Tenders under “Two Bid System” for selection of a well-established, reputed and experienced Transporter/Firm/Company/Agency to provide the Bus and Cars of different makes/models for use by the students and officers at NIFT Rangreth Srinagar on monthly hire charges for a period of one year extendable on yearly basis for a further period of two years subject to satisfactory performance of the Transporter/Firm/Company/Agency.

Scope of Tender:

Hiring of Bus and Cars of different makes/models for use by students and officers of NIFT Rangreth Srinagar on monthly hire charges.

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Tel: 0194-2300995

Requirement

The NIFT essentially intends to hire 01 Non-AC Bus (32+D Seater) to ply within Srinagar/Budgam Districts on monthly charges {excluding winter vacation of about 02 months} and 02 AC-Cars on monthly charges to ply within Srinagar/Budgam Districts as well as within the UT of Jammu and Kashmir. The successful bidder is to be considered for “Empanelment for the Contract of hiring Bus and Cars on monthly charges initially for a period of one year.

Instructions to Bidders:

1. The intending bidders must read the terms and conditions of the whole Tender Document carefully. They should submit their bids, if they consider themselves eligible and are in possession of all documents required.
2. At any time prior to the date of submission of bids the institute may either at its own initiative or in response to a clarification sought by a prospective bidder amend the Tender Document by issuing a corrigendum. The corrigendum shall be notified prominently on the website of the institute.
3. The bid shall be submitted only in official e-tender form. If submitted in any other form, the bid shall be summarily rejected.
4. The interested bidders shall have to apply online only and submit their bids along with scanned copies of all relevant certificates and documents duly signed by them in support of Technical Bid and Financial/Price

Bid at <https://eprocure.gov.in> "**Tender for Hiring Bus and Cars at NIFT, Srinagar from 26-07-2021 to 16-08-2021 up to 16:00 hrs.**

5. The bid shall be submitted only through online mode and bids submitted through any other mode shall be invalid.
6. The name and address of the Bidder shall be clearly written in the space provided and no correction, overwriting, insertions, interpolation, etc. are permissible in any part of the tender unless duly attested by the bidder under his seal and full signatures. The tender is to be filled in and submitted strictly in accordance with the given instructions. Otherwise, the bid is liable to be rejected unilaterally without assigning any reason or giving any explanation therefor.
7. The bid shall be liable to be rejected if the documents are not filled in completely or if any information and data mentioned in the bid is not completely recorded therein or if incorrect/ wrong/ false/ manipulated information is furnished or any information having material effect on the bid evaluation is suppressed/concealed.
8. The hardcopies of both Technical Bid and Financial/Price Bid with all relevant documents in original shall have to be deposited with the office of the Director, NIFT Srinagar by or before **16-08-2021 up to 05:30 pm**
9. The Technical bids shall be opened on **17-08-2021(15:00 hrs)** in the presence of such bidders who wish to be present themselves or in the presence of their authorized representatives.
10. No Earnest Money Deposit is required to be furnished. However, Bid Securing Declaration duly signed by the bidder is to be attached to the Technical Bid (soft as well as hard copies). The offers received without Bid Securing Declaration shall be summarily rejected.
11. The bids (hard copy) received after the closing date and time i.e., **16-08-2021(05:30 hrs)** shall not be considered for any reasons whatsoever.
12. The institute reserves the right to accept or reject any or all the offers either partly or fully without assigning any reason.
13. Bid Securing Declaration shall be enforced if the bidder withdraws, amends, impairs, or derogates from the bid in any respect within the validity period of his bid.
14. In case L1 is more than one, the decision of the Director of the Institute for selection of the lowest bidder shall be final and binding on all affected bidders. Neither any explanation shall be required, nor shall further communication be entertained by the institute in this regard.
15. All matters relating to this tender shall be governed by the Indian Laws both substantive and procedural for the time being in force and shall be subject to the exclusive jurisdiction of Courts of Law at Srinagar/Budgam (J&K).
16. The bidders shall quote the rate in the Financial/Price Bid both in figures and words. Incomplete bids shall be rejected summarily. All corrections and alterations in the bid papers shall have to be attested by the bidder under his seal and full signatures. No erasing and overwriting are permissible otherwise the bid shall be treated as incomplete and rejected summarily. The use of white correction fluid is totally forbidden.
17. If a bidder quotes nil rate, the bid shall not be considered and treated as unresponsive.
18. All statutory taxes and duties including GST and any other taxes and duties chargeable shall have to be borne by the bidder and no liability in this respect shall pass on at any time to the institute. The rate quoted shall be firm and any deviation from the rate or terms and conditions during the validity period of the offer shall entail forfeiture of the Performance Security, enforcement of Bid Securing Declaration and entitle the institute to initiate appropriate legal action against the bidder.
19. All the bidders shall have to submit their bids in two covers (1) Technical Bid and (2) Financial/Price Bid as under.
 - a) Technical Bid shall contain all the supporting documents duly signed by the concerned bidder but without quoting rates.
 - b) Financial/Price Bid shall contain the details of the rate quoted duly signed by the concerned bidder.
 - c) Envelops of Technical Bid and Financial/Price Bid shall be sealed separately. The envelope containing Technical Bid shall be superscripted as "**Tender for Hiring Bus and Cars**"– Technical Bid" Similarly, the envelope containing Financial/Price Bid shall be superscripted as "Tender for Hiring Bus and Cars – Financial/Price Bid". Both these envelopes shall be placed in the third envelope and superscripted as "Tender for Hiring Bus and Cars". If outer envelope/cover is not sealed and marked properly the institute shall not assume any responsibility for its misplacement, premature opening, late opening, etc.

20. Only Technical Bid shall be opened on the date of tender opening. Whereas the Financial/Price Bids of only those bidders shall be opened whose Technical Bids are found complete and acceptable in all respects. The date and time for opening of the Financial/Price Bids shall be notified separately subsequent to opening of the Technical Bids.
21. The offer received in a "Single Tender System" mode i.e., both Technical Bid and Financial/Price Bid placed in one and the same cover shall be liable to be rejected.
22. The bidders should constantly watch the website of the institute for any queries, clarifications, corrigenda, etc. relating to this tender.
23. The representations, if any, related to the tender document must be submitted to the institute well before the date and time of opening of the Technical Bid.
24. After declaration of qualifying Technical Bids by the Bids Opening Committee of the institute, the rates quoted in the Financial/Price Bids shall be selection criteria i.e., lowest quoted monthly rates. The bidder has to quote the rates inclusive of all applicable taxes and duties.
25. The bid submitted by a bidder shall remain valid for **75 days** from the date of opening of the bid.
26. The bidders shall have to abide by the Code of Integrity for Public Procurement of Services. In case of any transgression of this Code the bidder shall be liable to punitive actions such as cancellation of his/her bid/contract, banning/blacklisting him/her or taking any action against him/her in the Competition Commission of India and so on.
27. The bidder shall not have Conflict of Interest with other bidders. The Conflict of Interest can lead to anti-competitive rates to the detriment of the institution's interests. The bidder found to have Conflict of Interest shall be disqualified.
28. Decision of the institute regarding interpretation of terms and conditions of the Tender Document shall be final and binding on all concerned.
29. The bidders submitting the bids shall be considered to have read and accepted all the terms and conditions attached to the tender. No enquiries oral or written shall be entertained in respect of acceptance or rejection of the bid(s).
30. The bids received through telex, cable and facsimile shall be ignored and rejected.
31. The bids with inbuilt conditions shall be treated as unresponsive.
32. No paper/document shall be detached from the Tender Document.
33. The bidder, after submitting its bid is permitted to withdraw/alter/modify its bid so long such withdrawal/alteration/modifications are received duly sealed and marked like original bid up to the date and time of receipt of bids. Any withdrawal/amendment/modification received after the prescribed date and time shall not be considered.
34. No bid shall be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period shall result in enforcement of the bidder's "Bid Securing Declaration" and imposition of other sanctions.
35. The Contract shall be awarded to the successful bidder to provide the aforesaid service under certain conditions which are stipulated hereinafter and in the terms and conditions of the Contract,
36. Each and every page of the bid must be signed by the bidder himself if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in the case of a partnership firm, there must be an authorization from all the partners to this effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
37. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
38. Any bid not signed on each page and without authorization shall be rejected.
39. The bidder is not allowed to make additions/alterations in the tender document. Such additions and alterations shall be at the bidders' own risk and shall render the bid liable to be rejected.

Eligibility/Qualifying Criteria:

1. The bidder must be registered with appropriate Govt. Department for providing motor vehicles on contract.
2. The bidder must have experience of at least last two consecutive years for providing Buses and Cars to a Government/Semi Government/Autonomous body/any reputed organization etc. The information in the format provided in the Tender Document is to be attached to Technical Bid.
3. The bidder must have minimum annual turnover of 5 lakh in any of the last three Financial Years. The copies of Balance Sheets for the financial years 2018-19, 2019-20 and 2020-21 duly signed by a Chartered Accountant shall have to be attached with the Technical Bid.

4. The bidder shall have to attach copies of Income Tax Returns for the last two years (2018-19 and 2019-20) duly attested by a Chartered Accountant to the Technical Bid.
5. The bidder shall have to furnish a Declaration to the effect that he/she has not ever been banned /blacklisted by any of the Central/State Govt. Departments/ Offices/ Autonomous Bodies or by any Non-Govt. Organization in the format provided in the Tender Document.
6. The bidder shall have to attach the "Bid Securing Declaration" in the format provided in the Tender Document to the Technical Bid.
7. The bidder must be registered with the GST regime and Income Tax Department and shall have to attach a copy of the GST Registration Certificate and a copy of the PAN Card to the Technical Bid.
8. The condition of prior turnover and experience is relaxed in the case of MSMEs and Start-ups subject to meeting of the other terms and conditions set by the institute in the Tender Document.
9. The bidder must have an Office at Srinagar/Budgam for better coordination, proper supervision, reasonable access in case of day-to-day requirement. In case the bidder does not have an office in Srinagar/Budgam, the bidder must give an undertaking that the office shall be established in Srinagar/Budgam within one month of allotment of the Contract.

Documents to be attached with the Bid:

The bidder must attach self-attested copies of the following documents along with the technical bid. Any bid not accompanied by such documents shall be liable to be rejected.

- a) Copy of valid Certificate of Registration.
- b) Copy of PAN Card.
- c) Income Tax Return for the last two years (A.Y.2018-19 & 2019-20).
- d) GST Registration Certificate.
- e) EPF Registration Certificate/Code No., if required.
- f) ESIC Registration Certificate/Code No., if required.
- g) Other Statutory Registrations/Licenses, if any.
- h) Copies of Audited Balance Sheets and Profit and Loss accounts along with gross turnover for the last three financial years 2018-19, 2019-20 & 2020-21
- i) Authority letter/Resolution in favor of the person signing the bid on behalf of the firm submitting the tender document.
- j) Bid Securing Declaration.
- k) Address proof of the Registered Office and Branch Office of Transporter/Firm/ Agency/Company.
- l) Aadhar Card of individual applicant/person signing the bid.
- m) Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

General Conditions of Contract:

1. The resultant contract shall be interpreted under Indian laws.
2. In the case of any dispute arising out of the contract the same shall be resolved mutually by the parties concerned failing which by arbitration by sole Arbitrator to be appointed by the Director, NIFT Srinagar at Srinagar under the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder. The Arbitrator so appointed shall not have jurisdiction to pass any interim awards. The language of arbitration shall be English. The place of arbitration shall be at Srinagar/Budgam (J&K).
3. The successful bidder shall have to deposit the Performance Security of 3% of the contract value in the shape of Demand Draft/Bankers Cheque/Fixed Term Deposit/Bank Guarantee in the name of the Director, NIFT, Srinagar up to the period of 60 days after completion of the contractual obligations.
4. The bidder whose bid is accepted, shall submit a ₹100/- non-judicial stamp paper at its own cost for preparing the contract agreement to be signed by the both the parties. The terms and conditions of this Tender Notice/Document shall form integral part of the contract and remain binding till satisfactory completion of the contract. The original agreement shall remain with the Institute while a photocopy thereof can be had by the transporter/firm/ company/agency if they so wish.
5. Notwithstanding the punitive provisions contained in the contract for breach of contract the contractor shall not be liable for any such sanction so long as the failure of the contractor in fulfilling its obligations under the contract is the result of an event covered under *Force Majeure* clause.
6. The successful bidder shall be liable to comply with all laws, regulations, rules, and directions of any statutory and constitutional authority for the time being in force in the Union Territory of Jammu & Kashmir.

7. The duration of contract shall be for one year initially from the date of signing the contract. The first three months being the probation period and on satisfactory completion of the probation period, the contract shall automatically be extended for rest of the year i.e., nine months. Further, the contract shall be annually extended (one year at a time) for two more years based on the satisfactory performance. Under no circumstances the contract shall be extended for more than three years.
8. The successful bidder shall be liable to pay all taxes, levies and other legal payables that may be applied by the Government, Local Authorities, and other competent forums from time to time.
9. The successful bidder shall carry out the work in accordance with this contract and the directives of the institute.
10. The successful bidder shall not employ any worker who is below 18 years of age.
11. All the workers shall invariably carry their ID Cards (to be provided to them by the successful bidder at his/her own cost) and shall be produced to the security personnel and other authorities of the institute, whenever asked for.
12. The successful bidder shall be absolutely responsible for strict adherence to discipline and good conduct by its workers.
13. The successful bidder shall be bound to remove any such worker and disallow him/her from entering the Institute premises that the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
14. The successful bidder shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal, discharge etc. of its workforce and for all disciplinary actions against them. The successful bidder shall be responsible for maintaining master and servant relationship with its workforce and the Institute shall have no concern whatsoever with all the above-mentioned matters.
15. The successful bidder shall be absolutely liable in regard to any dispute or other matters concerning its workforce which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its workers from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labour law in force at that time besides other statutory liabilities.
16. The successful bidder shall be liable to make good the loss to the property of the Institute, if any, that may be caused on account of any irresponsible action on the part of its workers, whether deliberate or otherwise.
17. The successful bidder shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the Institute that may be in force from time to time including all the Labour Laws, Employees' Compensation, Minimum Wages, etc.
18. The successful bidder shall be liable to make good the losses in financial terms that it may be subjected to from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the successful bidder's failure. The successful bidder shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same shall be recovered/realized from the successful bidder's performance security.
19. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities, and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders, directions of Govt. authorities/Courts/Forum etc. as well as the provisions of the contract agreement. In case the Institute is put to bear any liability for lapses on the part of the successful bidder or for his/her illegal actions, the Institute shall have the right to realize from the successful bidder all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
20. The successful bidder shall comply with all guidelines/instructions issued by the institute besides following other orders/instructions of security authorities concerning the security/ safety issues and Institute's discipline.
21. The successful bidder shall ensure that he/she and his/her employees do not adversely affect the peaceful and congenial atmosphere of the Institute.
22. The successful bidder shall be liable to be penalized or fined in cases of default and negligence on his/her part or for complaints in the manner provided hereafter at the discretion of the Institute. Such penalty or fine shall be imposed according to the nature of the complaint. The first penalty in such case would be to the tune of ₹5000/-, ₹10000/-, the second time and ₹20000/- the third time or such higher penalty as deemed fit by the Institute. However, if the complaints of identical nature persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.

23. Either party shall be able to terminate the contract by giving 30 days' notice to the other party without assigning any reasons whatsoever.
24. The successful bidder shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the successful bidder or his/her authorized competent representative(s). The successful bidder shall be responsible for the acts, defaults, and neglects of its workforce fully being deemed as those of the successful bidder itself.
25. If at any time, it is detected that the contract has been sublet or assigned to any other entity by the successful bidder, the Institute shall be at liberty to terminate the contract forthwith without giving any time to the successful bidder.
26. Several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its Competent Authority to the successful bidder along with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in any court of law.
27. 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 the NIFT, Srinagar.
28. 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.
29. The Logbook is to be maintained by the Contractor as per the Proforma to be specified by the institute.
30. In case of loss/damage by any means of the said Logbook or duty slip; the decision of the Competent Authority of the institute regarding payment shall be full and final.
31. While on duty the driver must keep proper and up-to-date documents of the vehicle and valid driving license.
32. No compromise will be made by the institute towards the punctualities, cleanliness, obedience, promptness, behavior, etc. Discourteous and careless driver(s) shall have to be replaced on demand.
33. The Contractor shall be solely responsible for all actions including payment of any type of claims arising out of infringement of rules, regulations, accidents or any other unforeseen incidents/happenings. In case any vehicle is withdrawn for maintenance/repairs/ breakdown, a substitute vehicle of same or of the higher make/model shall have to be provided forthwith. In case of emergency i.e., breakdown enroute, Contractor shall have to arrange for an alternative 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.
34. The Competent authority of the Institute 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 shall be made for the day.
35. The Contractor must have an office in Srinagar/Budgam with a supervisor who will be available round the clock (24X7) on his fixed/mobile telephone so as to respond to the calls for services for easy coordination. Mobile/Telephone Number must be specified in the Bid. All official cabs/vehicles bookings shall be through email/ or through telephonic call, in case of emergency.
36. 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 shall not entertain any claim in any regard under the provision of the law.
37. 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.
38. The successful bidder must ensure that the driver being provided has a valid driving license in his name with not less than two (02) years of driving experience. 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.
39. 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 institute to contact the driver at any time and the number should be shared with the institute. No extra charges shall 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 the NIFT shall have to be suitably compensated

- by the Contractor. The agency shall submit valid Police Verification Report (PVR) for all drivers deployed at the NIFT.
40. The vehicles and drivers once offered shall 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 of/to the NIFT, 25% of the charges payable for the day would be deducted on each such occasion.
 41. 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.
 42. NIFT will reimburse toll tax, parking charges, wherever incurred on submission of original receipts. 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.
 43. Regular checking of meter by the designated authority may be done by the Contractor, and requisite certificate may be shown to the 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.
 44. 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 10th of every month as skilled workers as per the Minimum wages Act. The proof of Salary paid to the drivers every month 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 need 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. Noncompliance 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.
 45. The vehicles provided to the institute must be fully and comprehensively insured covering the risk to the driver and all passengers also.
 46. 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 Receipt/ 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 including those of emission. The NIFT shall have the right to verify the original documents pertaining to Vehicles and Drivers as and when required.
 47. 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.
 48. No advance payment, in any case would be made.
 49. The period of Contract for hiring Bus and Cars shall be initially for a period of one year from the date of signing the Contract subject to further 02 years extension (Total 03 year's maximum) on rendering satisfactory services on mutually acceptable terms & conditions and rates at the sole discretion of NIFT.
 50. The lowest bidder shall make available the vehicles at the place, to be decided by the institute, for inspection. If the institute 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, action as per law shall be taken against the transporter/firm/company/agency.
 51. The successful bidder shall provide, at his own cost, trained Drivers having valid Driving Licence and other employees with necessary tools, instruments, equipment etc., for the safe, effective and efficient discharge of the work contemplated in the Contract.
 52. The successful bidder shall provide, at his own cost, all drivers/other staff with necessary identity cards/licence, which they shall display on their person to distinguish them from unauthorized persons. The successful bidder shall provide two (02) sets of proper uniform (including one pair of shoes) to each driver annually and they must report in uniform only.
 53. The successful bidder 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.

54. The NIFT officials shall be at liberty to object to and require the successful bidder to remove forthwith any person employed by him, if in the opinion of NIFT's officials, 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 him 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.
55. Insurance of all the Drivers/ Helpers and the vehicles will be the responsibility of the successful bidder.
56. NIFT shall in no way be responsible for any default about any statutory obligations and the successful bidder shall indemnify NIFT in case of any loss or damage or liability, which may arise on account of action of the successful bidder or any of its personnel.
57. On submission of Tender, it shall be presumed that the bidder agrees with each condition of the Tender and in no manner, any waiver shall be presumed, unless, otherwise conveyed by the Institute in writing. The liability of the bidder is not limited to the extent of terms and conditions stipulated under this document but shall extend to all other instructions issued by the Institute from time to time, which shall be considered as terms and conditions of the contract and its violation shall bear same consequences, as shall result in violation of terms and conditions enumerated herein.
58. For all purposes, the successful bidder shall be the Principal Employer of the workmen including drivers, conductors, cleaners, helpers, etc. so deployed by him in pursuance of this Contract.
59. The successful bidder 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, of any loss or damage or theft occurring on account of his staff individually or collectively. He shall also ensure to depute only such drivers on duty at NIFT who are diligent and behave politely and courteously.
60. The driver and conductor so deployed by the successful bidder should possess necessary qualification and licenses as per Motor Vehicle Rules in force and should not have any past bad record.
61. The bidder shall provide minimum of 03 Buses of model not older than year 2014 and 07 Cars (AC) not older than year 2012 registered as commercial vehicles. The Vehicles must be in excellent working condition. The deployed cars should be equipped with the following:
 - a) Clean good quality seat covers.
 - b) Floor carpet.
 - c) Rubber foot mats.
 - d) Reading light at the rear.
 - e) Fire extinguisher (spray).
 - f) Car perfume.
 - g) Tissue box.
 - h) Umbrella during monsoon.
 - i) Mobile charger.
62. The vehicles to be provided by the service provider should always be particularly in good condition, maintained well, cleaned thoroughly (internally and externally), dickey kept clear off dust, rubbish, oil and any personal belongings of the driver. Hygienic condition must be maintained inside the vehicles at all times and shall be subject to periodic inspection by the NIFT.
63. The service provider shall comply with the provisions of Labour and other Laws (Minimum Wages Act, EPF, ESIC, etc.). The employees of the service provider shall not be deemed to be the employees of the NIFT.
64. The service provider shall not transfer or assign or sub-let any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation, whatsoever.
65. The vehicles deployed for duty at NIFT shall at no point of time carry any person other than personnel authorized by the institute. The vehicle once reported for duty shall not leave premises of NIFT without prior permission of the concerned officer. Fuel etc. should be filled in advance and vehicle shall not leave for any repairs or for other jobs without prior replacement.
66. 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 solely with the successful bidder. NIFT shall have no liability whatsoever. There shall be no relationship between the successful bidder's employees with the NIFT. The Drivers, Conductors, Helpers, etc. employed by the successful bidder shall be directly supervised and controlled by him and shall have no relation whatsoever with the institute. 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 deployed at NIFT against any temporary or permanent posts at NIFT. For all purposes, the successful bidder shall be their Principal Employer.
67. The successful bidder 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.
 68. The successful bidder shall be responsible for the safety and security of the Personnel deployed for duty at the institute.
 69. NIFT shall in no way be responsible for any default with regard to any statutory obligations and the successful bidder shall indemnify NIFT in case of any loss or damage or liability, which may arise on account of action of the successful bidder or any of his workforce.
 70. The Firm/Company shall be paid as per the finally agreed price, on monthly basis. Monthly Bills (in duplicate) for the bonafide use of vehicles are to be submitted by the service provider during the first fortnight of the subsequent month to the NIFT.
 71. All supporting documents viz., Duty Slips etc. must be submitted along with the Bills for scrutiny.
 72. All payments shall be made subject to certification by the respective user/or designated Officer.
 73. While claiming payment the service provider must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the Contract.
 74. Deductions of taxes at source from the payment(s) of the service provider shall be made as per the existing law in force during the currency of the Contract.
 75. The payment shall be made in Indian currency through a more transparent Electronic Payment System like NEFT/RTGS within 15 days of receipt of Bills complete in all respects.
 76. The statutory variations in duties and taxes shall be borne by the Procuring Entity. As a general policy the statutory variations in such duties and taxes shall be allowed during the period from the date of the tender to the date of acceptance i.e., placement of Contract and during the original/refixed period of the Contract so that both the service provider and Procuring Entity are equally compensated for rise or fall in the rates of statutory taxes.

Submission Formats:

1. Technical Bid
2. Financial/Price Bid
3. Bid Securing Declaration
4. Declarations
5. Bank Mandate Form

TECHNICAL BID
[For hiring Bus and Cars by NIFT Srinagar]

S. 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-mailid:	
3.	Nature of Ownership/Legal Status: (Sole Proprietor, Partnership firm, limited Company, Corporation, etc. attach proof)	
4.	Registration of EPF and ESI for employees of the company/firm, if required (duly self-attested photocopy of certificates to be submitted).	
5.	PAN. and Goods & Service Tax Identification No. (GSTIN) of the Agency/Firm/Company etc. (duly self-attested photocopy of certificates to be submitted)	
6.	Turnover certificate duly audited by the Chartered Accountant (CA) and Income Tax Return for the last two years (copy to be enclosed)	
7.	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.	
8.	Whether having 02 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)	
9.	Acceptance of terms & conditions containing the bid documents, the bidder/authorized signatory will have to sign (with necessary authority letter) & put stamp of his firm/company on each page of the bid document.	

Place:

Date:

Signature of the bidder

Name of the bidder

FINANCIAL/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	32+D Seater (Non-AC) (Rate Quoted Exclusive of GST)
(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 Kilometers beyond 1200 km	Rs per Km
(c) For every extra hour beyond 390 Hours	Rsper hour

Note:

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

Important Note: If the monthly run is less than the standard 1200 Kms/390 hours for bus, the balance Kms/hours shall be adjusted in next three months.

DECLARATION

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

Signature of the Authorized Signatory

FINANCIAL/PRICE BID

1. Name of the Agency / Firm / Company _____
2. Address of the Agency / Firm / Company _____

Rates for AC Cars (on monthly Basis)

Particulars	Type of Vehicle
	Toyota Etios/Swift Dzire/Maruti Ciaz/or any vehicle equivalent or of higher version 01 No. 2000 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. _____ (Rate Quoted Exclusive of GST)
(b) For every extra Kilometer	Rs per Km (Rate Quoted Exclusive of GST)
(c) For every extra hour beyond 360 hours	Rs per hour (Rate Quoted Exclusive of GST)
(d) Outstation night halt charges	Rs per Night (Rate Quoted Exclusive of GST)

Note:

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

Important Note: If the monthly run is less than the standard 2000 Kms/360 hours, the balance Kms/hours shall be adjusted in next three months.

DECLARATION

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

Signature of the Authorized Signatory

FINANCIAL/PRICE BID

Rates for AC Traveller/Minibus/Bus (on Daily Basis) outside city limits and within the UT of Jammu and Kashmir (Including permit charges, if any)

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 first 60 km for 6 working hours on any day	Rs...	Rs...	Rs...	Rs...
Rates for first 100 km for 10 working hours on any day	Rs...	Rs...	Rs...	Rs...
Rates for first 250 km for 12 working hours on any day	Rs...	Rs...	Rs...	Rs...
Extra charges per kilometer	Rs.....per Km	Rs..... per Km	Rs..... per Km	Rs.....per Km
Extra charges per Hour	Rs.....per Hour	Rs..... per Hour	Rs..... per Hour	Rs.....per Hour
Outstation night halt charges	RsPer night	Rs Per night	Rs.....Per night	Rs.....Per night

Note:

1. Rates will be all inclusive of driver's wages, POL charges, etc. In the case of higher capacity buses, the rates shall be inclusive of wages of the Helper as well. However, toll tax or parking charges etc. shall be reimbursed separately against production of valid documents.
2. Rate Quoted above shall be exclusive of GST.
3. One helper each is to be provided with **32+D, 40+D, 50+D Seater Buses**.
4. In case of breakdown of any motor vehicle on the way, alternative arrangement shall have to be made by the agency immediately.

DECLARATION

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

Signature of the Authorized Signatory

FINANCIAL/PRICE BID

Rates for AC Cars (on Daily Basis)

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 of higher version	Suzuki Ciaz/ Skoda Rapid/ Volkswagen Vento/Hyundai Verna/Honda City or equivalent or of higher version	Toyota Innova/Mahindra XUV 500/Scorpio or equivalent or of higher version
Rates for first 60 km for 5 working hours on any day	Rs...	Rs...	Rs...
Rates for first 150 km for 8 working hours on any day	Rs...	Rs...	Rs...
Rates for first 250 km for 12 working hours on any day	Rs...	Rs...	Rs...
Extra charges per kilometer	Rs..... per Km	Rs..... per Km	Rsper Km
Extra charges per Hours	Rs..... per Hour	Rs..... per Hour	Rsper Hour
Outstation night halt charges	Rs Per night	Rs..... Per night	Rs..... Per night

Note:

1. Rates will be all inclusive of driver's wages, POL charges, etc. However, toll tax or parking charges, etc. shall be reimbursed separately on production of valid documents.
2. In case of breakdown of any motor vehicle on the way alternative arrangement shall have to be made by the agency forthwith.
3. Rate Quoted above shall be Exclusive of GST

DECLARATION

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

Signature of the Authorized Signatory
With seal of the company

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

No.
Date:

To

NIFT, Srinagar

Sub: Authorization for release of payment / dues from NIFT, Srinagar 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 is delayed and not effected for reasons of incomplete or incorrect information I shall not hold NIFT responsible. I also undertake to inform the NIFT Srinagar about any change in the particulars of my bank account to facilitate updating of records for the purpose of transferring the money through NEFT/RTGS.

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.

List of present and past clients in the following format
 (Please use separate sheet duly signed, if required without changing the format).

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

Please attach client certificate/work orders/Performance certificates, etc. clearly giving period of the Contract.

Turnover in the field of providing passenger/Tourist vehicles on hire charge basis during the last two years.

(Submit a certificate duly attested by Authorized Chartered Accountant or Income Tax Certificate or any of the following documents i.e., Profit and Loss Account, Balance Sheet or Income Tax Returns filed)

Financial Year	2018-19	2019-20
Annual Turnover (Rs. in Lakh)		

1. Number of employees (drivers/helpers/mechanics).
2. Audited Balance Sheet for the last three years. Annual turnover of the firm should not be less than **₹ 500000/- (Rupees Five Lakh)** during the last three financial years

Declaration

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

(Signature of the authorized person)

Name:

Designation:

Seal of the Firm / Agency / Company

BID SECURING DECLARATION

The Director
NIFT, Rangreth
Srinagar

Ref: _____ Date _____

Sir,

I/We _____ declare that:

1. I/We understand that the "Bid Securing Declaration" is in lieu of the Earnest Money Deposit and is to secure the interests of the institute in all respects. It is mandatory to attach this declaration with the bid documents; and
2. I/We accept to be suspended from being eligible to submit bids for contracts in the NIFT Srinagar for a period of three (03) years if,
 - a) I/We withdraw or modify the bid during the period of its validity.
 - b) fail to sign the contract after award of contract.
 - c) fail to submit the Performance Security before the deadline defined in the tender document.
3. I/We understand that this "Bid Securing Declaration" shall be null and void, if contract is not awarded to me/us upon issue of notification about the name of the successful bidder.
4. I/We also know that in the case of Joint Ventures, "Bid Securing Declaration" is to be in the name of the Joint Venture submitting the bid. If Joint Venture is not legally constituted at the time of bidding, this declaration shall be in the name of all partners contained in the Joint Venture agreement.

Signed today the _____ for and on behalf of M/s _____
Address _____

Signature _____
Name _____

In the capacity of _____

Note: This declaration is to be signed by the authorised signatory only.

DECLARATIONS

1. The undersigned hereby solemnly affirms that I have completely read and understood this tender document and shall abide by the terms and conditions laid down herein. In case of breach of any of the clauses the bid shall be treated as null and void.
2. The undersigned hereby solemnly affirms that I/we have not ever been banned or blacklisted by any of the Central/State Govt, Departments/ Offices/ Autonomous Bodies or by any Non-Govt. Organization during the last five years.
3. The undersigned hereby solemnly affirms to abide by the rates quoted in the Financial/Price Bid.
4. The undersigned hereby solemnly affirms to adhere to the provisions of the Code of Integrity for Public Procurement of Services.

Signature of the Bidder

Name of the bidder

Place:

Date