Central University of Gujarat, Gandhinagar



Tender Document for Annual Rate Contract of Hiring of BUS Services at Central University of Gujarat, Gandhinagar

Tender No. CUG/05/2022-23

Dated: 27/07/2022

Central University of Gujarat Near Jalaram Mandir, Sector–29, Gandhinagar – 382 030 Tel: 079-23977407 / 409 Email: <u>registrar@cug.ac.in</u>

Tender for Annual Rate Contract of Hiring of BUS Services

IMPORTANT DATES			
Publish Date	27/07/2022		
Document Download Start Date	27/07/2022		
Bid Submission Start Date	27/07/2022		
Document Download end Date	10/08/2022		
Bid Submission End Date	10/08/2022		
Bid Opening Date	12/08/2022		

ANNUAL RATE CONTRACT OF HIRING OF BUS SERVICES AT CENTRAL UNIVERSITY OF GUJARAT, GANDHINAGAR INVITING TENDER FOR HIRING OF BUS SERVICES

<u>Clause - 1 Tender Notice</u>

- 1. The University invites tender for hiring of Bus on Monthly basis for official needs initially for a period of one year. However, the contract may be extended for further period of one year on mutual agreement on the existing terms and conditions, if the services of the contractor are satisfactory. The interested parties/ service providers may submit their tender in the prescribed application forms (i) Technical Bid as per Annexure-I, (ii) Financial Bid as per Annexure-II.
- 2. An Earnest Money deposit (EMD) of Rs. 25,000/- in the form of Demand Draft in favour of the "The Registrar, Central University of Gujarat" payable at Gandhinagar, must be forwarded along with the Tender.
- 3. The tender must reach the following address on or before **10/08/2022 by 03:00 PM.** Administrative Block, Central University of Gujarat, Sector 29, Gandhinagar 382030, Gujarat.
- 4. The Technical Bid (Annexure-I) and the Financial Bid (Annexure-II) should be sealed by the bidder/service providers in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed. The outer envelope must be super scribed "Tender for Hiring of BUS Services Tender No. CUG/05/2022-23.
- 5. The technical bids will be opened by the Committee on 12/08/2022 at 03:00 PM. in the presence of representatives of the bidders. A maximum of one representatives of any bidder shall be authorized and permitted to attend the bid opening. At the second stage, financial bids of the technically qualified Bidders will be opened for further evaluation and ranking before awarding the contract.

Clause - 2 : General terms and conditions

- 2.1 The vehicles to be provided must be of year 2020 model or later and shall not exceed of utilization in 1 Lakh Kms.
- 2.2 Availability of the vehicle must be 24x7 basis along with medically fit drivers who hold valid Driving License. The University has the right to suspend running of any of the vehicles during the currency of the contract.
- 2.3 Vehicles will be under the administrative control of the Central University during the contract period.
- 2.4 Vehicles may be used for the Inter State travels, if required.
- 2.5 The Contractor has to be registered and should submit a copy GST Registration Number.
- 2.6 The contract for hiring of the vehicle will be initially for a period of one year. However, the contract may be extended for further period up to one year upon mutual agreement on the existing terms and conditions, if the services of the contractor are satisfactory.
- 2.7 The rates to be quoted are to be filled in the proforma given at Annexure-II. The rates quoted shall be fixed for one year, irrespective of the increase in fuel rates, if any, occurring during the period of the contract. After one year of the contract, any change in the quoted rates shall be intimated to the University for Mutual Agreement for which the University has sole discretion.
- 2.8 **Earnest Money:** The earnest money of all the unsuccessful tenderers will be returned as early as possible after the expiry of the period of the bid validity and after issue of the work order to the successful bidder. No interest will be payable by the University on the Earnest Money Deposit.

Forfeiture of Earnest Money: The earnest money will be forfeited in the following cases:

- a) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity and/or after opening the tender
- b) When the successful tenderer does not deposit the security money after the work order is given.
- c) If the successful bidder fails to provide vehicles within the prescribed time after the confirmed orders.
- d) When information/certificate/document furnished is found to be false at any stage.
- e) When the bid documents have been manipulated or altered after they are downloaded from the website.

- 2.9 The contractor will have to give a written undertaking that he accepts all the terms and conditions of this tender. The contractor should also submit the tender document duly signed and stamped in all the pages.
- 2.10 Vehicles will be at the disposal of the University throughout the duration of the contract except for the duration it goes for regular maintenance (only one day per month).
- 2.11 Duty Slips in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of CUG (Annexure -IV) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- 2.12 The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to cancellation of contract;
- 2.13 Service Provider shall not engage any person below 18 years of age.
- 2.14 University reserves the right to cancel the bids or for any particular vehicle without assigning any reason.
- 2.15 Halting charges, Driver Bata, etc., in case of outstation, may be quoted separately in the commercial bid Proforma.
- 2.16 EMD should be attached with the application form without which the tender would not be considered.
- 2.17 Notwithstanding any clause/conditions above, the bidder may note that the BUSES provided / drivers deployed shall adhere to flexible in timing/usage considering the academic nature and work of the CUG.
- 2.18 The bid shall remain valid for 180 days after the date of opening of bids.
- 2.19 The successful bidder shall have to execute an agreement on the non-judicial paper of the value of Rs.100/- duly signed and stamped.

Clause- 3 Terms and conditions of Contract

- 3.1 All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. will be borne by the contractor.
- 3.2 All drivers shall have valid driving license and proof of the same shall be provided by the Contractor.
- 3.3 Contractor would be responsible for the good conduct of the drivers employed and if at any point of time any driver is found to be working against the interest of the university, the said driver shall be removed by the University and an alternate driver shall be provided immediately to the university at no additional cost.
- 3.4 Contractor shall not deploy any vehicle running on LPG/CNG.
- 3.5 All hired vehicles shall be under the control of the University and shall be parked in designated locations in the University premises when not in use during the period of hiring.
- 3.6 Vehicles should be fitted with necessary accessories to drive on State and National highways including during the nights. Fog lights are to be fitted.
- 3.7 Vehicles should also be fitted with Towing hook.
- 3.8 Contractor shall obtain vehicle fitness certificate from the Competent Authority, vehicle registration, comprehensive insurance, payment of road tax, inter-state permit, etc.
- 3.9 Contractor shall ensure that the driver has valid driving license.
- 3.10 Vehicle should be able to move freely to the neighboring States without any restrictions.
- 3.11 Contractor shall provide valid certificate of pollution check for the vehicle from the concerned authorities from time to time and the same shall be renewed well before the due date. Copies of the renewal certificates shall be deposited with the University.
- 3.12 All vehicles shall be comprehensively insured against all risks (including the driver and occupants & third party). Insurance policy shall be renewed well before the due date.
- 3.13 Vehicles which are in good roadworthy condition, not more than three years old.
- 3.14 The contractor should assume all liabilities and keep the University wholly indemnified against any action, suit, cost, damages, charges and expenses arising how-so-ever out of the operation of the vehicles.

- 3.15 The applicant should not assign this contract or any part thereof to any third party.
- 3.16 While the selection of the successful bidder will be based on L1, the University would decide upon the selection based on technical evaluation.
- 3.17 The successful bidder shall execute an agreement on acceptance of the contract, incorporating the terms of engagement based upon the terms specified in the tender document.
- 3.18 **Performance Security**: The successful bidder shall furnish 10% Performance Security (3% up to 31/03/2023) of total value of contract in the form of Demand Draft from a Nationalized Bank and shall be valid for 14 months from the date of contract. In case of extension of contract the performance security may be revalidated accordingly to cover the contractual obligation. The Performance Security shall be released sixty (60) days after completion of all contractual obligations. The bid security (EMD) of the successful bidder shall be released on receipt of the Performance Security.
- 3.19 Driver should always carry all necessary documents like Registration papers, Insurance papers, Pollution Under Control (PUC) clearance, RTO tax payment papers, valid driving license (original) and all other documents that should be carried with vehicle as per rules & regulations of applicable laws.
- 3.20 In case of breakdown of any vehicle, the Contractor shall provide another vehicle, within two hours at no extra cost. The University shall have absolute right to charge Rs.1,000 per day if the vehicle is not provided within two hours.
- 3.21 In case of any accident to the vehicle, it will be the responsibility of the contractor or his representative (drivers) to lodge FIR etc. with police. All RTO issues and traffic violations are to be taken care by the contractor.
- 3.22 The contract is valid for providing services of vehicle hiring and at no point of time any or all of the Staff of Transporter shall raise a claim for employment in the Central University of Gujarat.
- 3.23 Drivers should carry sufficient cash for discharging obligations on account of parking charges & toll taxes. Parking charges & toll fee will be reimbursed, upon the submission of documents along with such claims.
- 3.24 Lodging, boarding, transportation of drivers shall be the contractor's responsibility.
- 3.25 In the intervening period, if a temporary vehicle is provided by the Contractor and its mileage will be taken separately from reporting to discharging and will be added to the total log book for the month.

3.26 The driver provided by the contractor should fulfill the following conditions:

- a. Should be in possession of valid driving license issued by RTO for the class of vehicle he is driving.
- b. Should wear uniform which should be properly washed / ironed (Not Colorful).
- c. Should be able to read and write English, Gujarati and Hindi and have minimum three years of experience.
- d. Should not smoke or drink; chew Pan/Pan masala/Tobacco inside the BUS both, while driving or otherwise.
- e. Should not get indulged in any activity inimical to security of the students traveling BUS.
- f. Should be in possession of Mobile phone and should not use mobile phone, while driving.
- g. The age of the driver should be between 18 40 years and Medical Fitness Certificate issued by Competent Authorities from Government Hospital has to be produced while engaging drivers for duty after award of contract.

In the event of driver not being in presentable dress, not behaving properly, engaging in rash and unsafe driving, the University shall have right to expel or refuse entry to such drivers and vehicle to be treated as absent.

The rules & regulations stipulated for drivers by the firms apart from the tender conditions in the document have to be provided in the form of undertaking and the signature of the drivers has to be obtained and the copy of the same has to be provided by the contractor to the University for record purpose after award of contract.

- 3.27 **Statutory Requirements:** It is desirable to have the Registration with EPF & ESIC. However, if the Service Provider does not possess any or both the above, they shall obtain the same within one month of commencement of Contract as per the rules applicable for the service. The contractor will have to fulfill all legal obligations regarding minimum wages, Provident Fund (P.F.), Pollution Norms, Motor Vehicle Act (MVA), Services Tax etc.
- 3.28 Driver should be alert /careful enough to take care of items/material kept in the vehicles.
- 3.29 Vehicle should carry portable fire extinguisher.

Clause- 4 Terms of Payment

- 4.1 Monthly bills shall be submitted in duplicate to the authority specified in contract, along with photo copy of logbook duly signed by the controlling officer/ duty slip (in case of daily/hours basis vehicle) and payment will be processed on monthly basis. Contractor will submit an undertaking along with monthly bills that he will deposit the EPF & ESI in time. The last bill will be processed only on showing the receipt of depositing of all previous EPF & ESI for this contract.
- 4.2 The payment shall be made based on the maximum of 2000 KM / 2500 KM. In case of any vehicle running less than the prescribed limit, the payment shall be made based on the running kilometers or the maximum limit, whichever lesser. However if the vehicles are of the same make compensation may be done to cover the maximum prescribed limit in a month.

Clause- 5 Termination

- 1.1 The University may, without prejudice to any other remedy for breach of contract/terminate the contract in whole or in parts in the event of the following:
- 1.2 If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by University.
- 1.3 If the contractor fails to perform any other obligation(s) under the contract.
- 1.4 In case the Contract has to be terminated, 30 days notice in writing shall be given by the either side.

Clause- 6 Jurisdiction

6.1 All disputes arising out of this contract shall be subjected to the jurisdiction of Gandhinagar Court.

Clause- 7 Eligibility Conditions for Bidders

- 7.1 The Contractor/Agency should have owned at least ten (10) vehicles e.g., Bus at the time of bid submission, with models not older than year 2016 and vehicles registered as commercial vehicles. In case university requires more than 2 vehicles at a time, it will be the responsibility of the contractor to manage the same & provide from anywhere at the contractual rates.
- 7.2 The bidder should be registered with GST.
- 7.3 The bidder should have overall experience of five years in the field of supplying at least ten Buses during last three years (w.e.f. date of issue of Tender Notice) to any Central / State Govt. organization or a Public Sector Undertaking / Universities / other autonomous bodies.
- 7.4 The Annual turnover of the Bidder should be at least Rs. 30 lakhs in the last three financial years. Audited financial statements or financial statements showing turnover duly certified by a Chartered Accountant to be enclosed as proof of the same.
- 7.5 The bidders should not be blacklisted by any Government Department, or any criminal case is registered against the firm or its owner/partners anywhere in India. An undertaking to this effect in the company letter head duly signed by the owner / partner or both to be enclosed (Annexure- VI).

Clause- 8 Relationship Certificate

- 8.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and CUG will not pay any damage to the company or firm or the concerned person.
- 8.2 The company or firm or the person will also be debarred for further participation in the concerned unit. The near relatives for this purpose are defined as:-
 - (a) Members of a Hindu undivided family.
 - (b) Spouse.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is "I.....s/o.....r/o.....r/o.....r/o...... hereby certify that none of my relative(s) as defined in the tender document is/are employed in CUG as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, CUG shall have the absolute right to take any action as deemed fit/without any prior intimation to me." (as per Annexure–V Clause 8)

Clause- 9 Submission of Documents

Documents required to be submitted for establishing Bidders Eligibility and Qualifications:

- 9.1 Proof of ownership: The commercial vehicles under direct ownership of the company minimum 10 Nos.) (or) under lease to the Contractor / Agency, duly stamped, as per Clause 7.1. The RC book should be registered in the name of the Company / lessor of the commercial vehicle.
- 9.2 Registration certificate for GST, as per clause 2.5.
- 9.3 Registered Partnership Deed or Articles/Memorandum of Association in the case of partnership firm or Pvt. Ltd. Co. respectively.
- 9.4 Experience certificate from appropriate authority as per the Clause No. 7.3 of the tender document.
- 9.5 Proof of Annual Turnover from Chartered Accountant as per the Clause No.7.4 of the tender document.
- 9.6 Photocopy of PAN Card (self-attested).

Clause- 10 Amendment to bid document

- 10.1 At any time, prior to the date of submission of bid, the University, for any reason whether at its own initiative or in response to a clarification required by a bidder, modify the bid document by amendments.
- 10.2 Such amendments shall be notified and shall be displayed on University website and these amendments will be binding on all prospective bidders. Without prejudice to the above terms & conditions, the University shall have the right to include / modify any provision, as deemed fit, at a later stage.

APPLICATION FORM FOR HIRING OF BUS SERVICES

1.	Name	of the Contractor/Agency:				
2.	Comp	lete Address:				
3.	-	hone Number(s):				
4.		umber :				
5.	 E-mai	l address:				
6.	Payme	ent Details Earnest Money:				
		D.D. Amount:				
		D.D. No.: Date:				
		Bank & Branch				
7.	GST Registration number issued by the Central:					
	Excise	Excise Dept. in favour of the contractor/agency				
8.		Number issued by the IT Dept.:our of the : contractor/agency				
9.	Any C	Other Details:				
10.	Enclo					
	(i)	Original Demand Drafts				
	(ii)	GST Registration number				
	(iii)	Copy of PAN Card				
	(iv)	Copy of Income Tax Return of Financial year 2019-20, 2020-21 & 2021-22				
	(v)	Turn over certificate from Chartered Accountant				
	(vi)	List of vehicles along with Certificate of Registration (RC)				
	(vii)	EPF Registration				
	(viii)	ESI				

Annexure-I

Technical Bid

1. Annual Turnover of the firm (Rs. in Lakhs) last three financial years:

Years	Rs. in Lakhs
2019-20	
2020-21	
2021-22	

:

:

- 2. Fleet capacity BUSES
- 3. Total No. of Drivers
- 4. Previous experience of providing vehicles to Govt. institutions / Autonomous Bodies (Please check the experience certificate) :
- 5. Employees' welfare provisions [EPF, ESI, Insurance etc.] :

CHECK LIST

- 1. Application Form (Technical Bid) as per Annexure I
- 2. Application Form (Financial Bid) as per Annexure II
- 3. Earnest Money Deposit for Rs.25,000/- in the form of Demand Draft favoring "The Registrar, Central University of Gujarat" payable at Gandhinagar.
- 4. GST Registration Certificate (Enclose copy of the Certificate)
- 5. Written undertaking regarding accepting all the terms and conditions of the tender document. Tender document signed in all the pages with seal of the bidder.
- 6. PAN (Enclose copy of the Certificate)
- 7. Proof of ownership of 10 vehicles with models not older than 2016
- 8. Copy of Registered Partnership Deed or Articles / Memorandum of Association in the case of partnership firm or Private Limited Company.
- 9. Experience Certificate in the field in supplying at least ten commercial vehicles (on full time basis) during last three years (w.e.f. date of issue of Tender Notice) to any Central / State Govt. organization or a Public Sector Undertaking / Universities / Other autonomous body.
- 10. Annual turnover for last three financial years should be at least 30 Lakhs. Audited financial statements or financial statements showing turnover duly certified by a Chartered Accountant to be enclosed.
- 11. Near Relative Certificate as per Annexure V.
- 12. Certificates / Undertaking to the effect that the bidder had never been blacklisted by any of the Government Organization / Agencies as per Annexure VI

Annexure – II

Financial Bid

The Expected bus capacity, per day bus trip, per month bus routed and cost etc. are as under:-

А	В	С	D	Е	F	G	Н
Bus	Expected	Expected	Expected	Expected	Total Expected		Total
Passenger	Trip Per	days in a	Trip in a	Cost per	Expense per	Months	Expense
Capacity	Day	Month	Month	Trip	Month		(Annual)
			BXC		DXE		FXG
56 Seats	02	22	44	Rs + GST	Rs + GST	12	Rs + GST
29 Seats *	02	22	44	Rs + GST	Rs + GST	12	Rs + GST

- (a). If any additional charges for halting allowance, including continuous journey, may be specifically mentioned in the quote.
- (b). Hours/distance calculation should commence from the time of reporting of vehicle at CUG/at designated places.
- (c). * Bus 29 Seats capacity will be required on as and when required basis.
- (d). Bills will be paid on actual trip of bus for 56/29 Seats.
- (e). Bus may not be required during vacation and holidays.

Date:

Place:

Signature of Authorized Signatory with Seal

ANNEXURE-III

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

To,

The Registrar Central University of Gujarat Near Jalaram Temple, Sector 29, Gandhinagar 382030 Gujarat.

Subject: Authorization for attending Bid Opening on(date) in the tender of

Name of Representative /Self:

Signatures of bidder or Officer Authorized to sign the bid Documents on behalf of the bidder.

Notes:

- 1. Only one representative will be permitted to attend bid opening.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

ANNEXURE-IV

FORMAT OF DUTY SLIP (Print Name of the company & address)

Sl. No	
Date	

(To be filled by contractor)

1. Registr	ration No of H	BUS:			· · · · · · · · · · · · · · · · · · ·	
2. A/C or	Non-A/C		Diesel			
3.	Name,	Designation	&	address	of	user

(To be filled by user)

4. Purpose of Journey (detail)
5. Places of visited
6. Meter Reading at Starting Point at closing Point
7. Total KMs Run
8. Time at Starting Point at closing Point
9. Extra Detention Hours (beyond duty Hrs.)
10. Charges for Parking/Toll Tax etc
11. Number of Night Halts (for outstation journey only)

Driver's Name & Signature

Signature of User

ANNEXURE-V

NEAR RELATIVE CERTIFICATE (To be given by ALL Bidder)

I_____S/o. Shri_____ R/o ______hereby certify that none of my relative (s) as defined in the tender document is / are employed in CUG as per details given in tender document. In case at any stage, it is found that the information given by me is false /incorrect, CUG shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Dated:

Signature

Name in block letters of the signatory

In capacity of

NOTE:

• In case of Company / Institution/ Body corporate, a list of all Board of Directors may be submitted along with the bid.

• In case of Company / Institution/ Body corporate, "Near Relative Certificate" is required by all the Directors of Company / Institution/ Body corporate excluding Government of India /Financial Institution nominees and Independent non-official part time Directors appointed by Government of India or the Governor of State.

• In case of Proprietorship firm, certificate will be given by the proprietor.

- For Partnership firm, certificate will be given by all the partners.
- The 'Near Relative Certificate' should be submitted as per clause 8

SELF-DECLARATION -NO BLACKLISTING

(To be printed on bidder letter head)

To The Registrar Central University of Gujarat Near Jalaram Mandir, Sector-29 Gandhinagar – 382030. Gujarat.

Dear Sir/Madam,

In response to the Tender Document for Selection of Hiring of Vehicles at Central University of Gujarat, Gandhinagar for CUG, I/We hereby declare that presently our Company/firm _______ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/firm _______is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Place:

Date:

Signatures______Name

Seal of the Organization_____