

Indian Institute of Information Technology Design and Manufacturing Kurnool

**(An Institute of National Importance
under Ministry of Education, Government of India.)**



**NOTICE INVITING TENDERS
FOR**

**Open Tender for Hiring of 5/7-Seater Vehicles
including fuel charges on rental basis at IIITDM
Kurnool, Kurnool, Andhra Pradesh.**

Tender No: IIITDMKNL/2022-23/OT/Transport /Vehicle/19, Dt. 02/11/2022

Telephone: 08518-289115

E-mail Id : purchase@iiitk.ac.in

Website: www.iiitk.ac.in

DISCLAIMER

- 1.**The information contained in this Tender document or subsequently provided to Bidders, whether in the document or verbal or any other form by or on behalf of Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) by any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.
- 2.**The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals according to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.
- 3.**This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.
- 4.**The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.
- 5.**Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depend upon the interpretation of the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 6.**The Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.
- 7.** Institute reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.

Registrar I/C

1. PREAMBLE

Tender No: IIITDMKNL/2022-23/OT/Transport /Vehicle/19

Date: 02 Nov. 2022

Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) invites Open Tenders from reputed Registered Firms/ Agencies/ Contractors/ Suppliers for “Hiring of 5/7-Seater Vehicles including fuel charges on rental basis at IIITDM Kurnool, Kurnool, Andhra Pradesh”, as specified in the following scope of Work.

- a) **Scope of Work: “Hiring of 5/7-Seater Vehicles including fuel charges on rental basis at IIITDM Kurnool, Kurnool, Andhra Pradesh.”**. as per the terms & conditions outlined in this tender document.

Tender Title: “Hiring of 5/7-Seater Vehicles including fuel charges on rental basis at IIITDM Kurnool, Kurnool, Andhra Pradesh.”

- b)
- c) The tender document can be downloaded from either Central Public Procurement (CPP) Portal <http://eprocure.gov.in/epublish/app> or the Institute website www.iiitk.ac.in.
- d) The tenders can either be dropped in the Tender Box in the Administrative Building of the Institute or sent by **Indian Speed Post / Registered Post only** to the address given below.

To,

Registrar I/C, IIITDM Kurnool,

Jagannathagattu, Dinnedavarapadu, Kurnool-518008.

The Institute will not take any responsibility for postal delays.

- e) The following are the critical timelines of this Tender:

S. No.	Particulars	Date & Time
1	Date of Publication & Download of Tender	02 Nov. 2022 (Wednesday)
2	Pre-bid meeting	09 Nov. 2022 (Wednesday) at 02:00 PM
3	Bid submission Start Date	09 Nov. 2022 from 04:00 PM
4	Bid submission End Date & Time	23 Nov. 2022 (Wednesday) Till 02:00 PM
5	Opening of Technical Bid	23 Nov. 2022 (Wednesday) At 02:30 PM
6	Opening of the Financial Bid & Negotiation	Will be intimated later

- f) Pre-Bid Meeting: Tenderers shall attend the pre-bid meeting in person on 09.11.2022 at 02:00 PM at Purchase section, IIITDM Kurnool.
- g) Late and delayed tenders will not be opened and accepted at all.
- h) Queries, if any, can be made through e-mail only to purchase@iiitk.ac.in on or before the Pre-bid meeting. Queries received via any other mode shall not be entertained. The queries should only be sent in the following format on the official letterhead of the company.

S. No	Page No (tender Ref)	Clause (Tender Ref)	Description (Tender Ref)	Query

- i) If there is any addendum/corrigendum related to the Tender, it shall only be published on the Institute website. The Bidders are advised to check the Institute’s website regularly. No other mode of notice will be given.
- j) The Bidders are requested to submit the bids after the issue of clarifications duly considering the changes made, if any. Bidders are totally responsible for incorporating/complying with the changes/ amendments issued, if any, during a pre-bid meeting in their bid.
- k) Bidders need to submit **self-attested** hard copies of relevant documents. All documents submitted by the vendors will be verified by IIITDM Kurnool.
- l) If the last date of receiving/opening of the bids coincides with a holiday, then the next working day shall be the receiving/opening date.
- m) **Payment Terms (After commencement of work):** Monthly payments of the bills will be processed after certification from the Transport section subject to submission of the Performance Guarantee (at the start of the contract).

2. EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE GUARANTEE

- a) The Bidders are required to pay Earnest Money Deposit (EMD) as specified below in the form of DD/ Banker's Cheque, drawn from any nationalized bank in favor of "The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh", payable at SBI, Nandyal Road Branch, Kurnool- IFSC Code SBIN0021660.

	Tender Processing Fees (Non-Refundable)	Earnest Money Deposit (EMD) (Refundable)	Performance Guarantee
Amount	NIL	Submitting Bid Security Declaration as per Annexure-IV or ₹. 20,000/-	Rs. 1,00,000/- (Rupees One Lakh Only)
Validity	---	With a validity period of 90 days beyond the opening of the Technical bid	Contract period + minimum 2 months extra

- b) Bids received without EMD or Bid Security Declaration as per **Annexure-IV** shall be summarily rejected.
- c) The Successful Bidder shall furnish a **Performance Guarantee** (as per the template in **Annexure-VI**) in the form of Bank Guarantee from any nationalized bank within a **Week period of Letter of Award (LOA)**. The validity period and amount of Performance Guarantee are specified in the above table.
- d) EMD of Bidder shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of his/her bid.
- e) Further, if the successful Bidder fails to furnish the Performance Guarantee within the specified period, his/her EMD shall be forfeited.
- f) In case the Bidders / Successful Bidder(s) are found in breach of any condition(s) at any stage of the tender, EMD / Performance Guarantee shall be forfeited.
- g) In cases of d, e and f, apart from forfeiting EMD/Performance Guarantee, the Institute may initiate any penal action against the Bidder/successful Bidder, which the Competent Authority deems to be fit.
- h) EMD will be returned to Unsuccessful Bidders without any interest whatsoever, after opening of financial bids.

3. METHOD OF SUBMISSION OF BIDS

- a) The bids should be filled in two bid formats (Technical Bid and Financial Bid) with all the required documents as enclosures in separate sealed covers
- b) There should be the main envelope, called a Master envelope, and three more envelopes, namely: Envelope-1, Envelope-2, and Envelope-3.
 - i. Envelope-1: Superscribed as **“EMD for Hiring of 5/7-Seater Vehicles including fuel charges on rental basis at IIITDMKNL, Kurnool, Andhra Pradesh”**. The Demand Draft/Banker’s Cheque / EMD exemption declaration (**Annexure-IV**) towards EMD should be kept in this envelope and sealed.
 - ii. Envelope-2: Superscribed as **“Technical Bid for Hiring of 5/7-Seater Vehicles including fuel charges on rental basis IIITDMKNL, Kurnool, Andhra Pradesh”**. The complete tender document (downloaded from the website) along with the required supporting documents needs to be **spiral-bounded** and should be kept in this envelope and sealed.
 - iii. Envelope-3: Superscribed as **“Financial Bid for Hiring of 5/7-Seater Vehicles including fuel charges on rental basis at IIITDMKNL, Kurnool, Andhra Pradesh”**. The Financial Bid (as per the template in **Annexure-V**) should be kept in this envelope and sealed.
- c) All the documents in Envelopes 2 and 3 should be duly **signed by the Bidder with the stamp** of the firm.
- d) All these three envelopes, Envelope-1, 2, and 3 should be kept in the **Master envelope**.
- e) The master envelope should be super-scribed with **“Hiring of 5/7-Seater Vehicles including fuel charges on rental basis at IIITDM Kurnool, Kurnool, Andhra Pradesh.”**
- f) Incomplete bids or bids not submitted in the prescribed format are liable for rejection. Also, the Bids received after the due date and time shall be summarily rejected.
- g) The Bids should be valid for a period of 120 days from the date of opening of the Technical Bid.

4. ELIGIBILITY CRITERIA

- a) Bidder must be a firm/ Proprietor/ company that should be registered with appropriate authorities at least 3 years before the date of issue of this tender. **(self-attested copy)**
- b) The bidder should have GST certificate at least 3 years before the date of issue of this tender. **(self-attested copy)**
- c) The bidder must have a PAN Card **(self-attested copy)**.
- d) A declaration undertaking on the Letterhead of the Bidder/Agency that all the terms and conditions as given in the tender document are acceptable and the Agency has not been blacklisted by any of the organization at any point of time and no criminal case is pending against the said firm/agency (as per the template in **Annexure-III**) should be given
- e) Each page of the tender document along with all other submitted documents must be duly signed by **authorized signatory** with Bidder's company seal and initial, otherwise, the document will be invalid. (Power of attorney, if any, to be submitted)
- f) The contracting agency should be based at Kurnool/Kurnool District or have its office in Kurnool/Kurnool District.
- g) The contracting agency should have a minimum experience of 3 years as on the date of this Notice in the field of providing passenger vehicles on hire basis to any Reputed Higher Educational Institutions, Public Sector Undertaking (PSU), Govt. Organization, or any other private organization of repute. Experience from Call Centre organizations will not be considered. The tenders of the contracting agency with inadequate/irrelevant experience as mentioned above are liable to rejection. It is mandatory for the bidders to attach documentary proof of requisite experience, with the technical bid.
- h) The contracting agency should have the passenger vehicles, which are being offered for hire, registered as tourist/commercial vehicles in its own name having valid commercial permits. Copies of the tourist vehicle registration certificates and valid Insurance policies should also be attached with the Technical Bid. If the vehicles are not presently in the tenderer's name, an affidavit duly attested by a Notary that in the event of his being the successful bidder, he will get these vehicles transferred to his name before supplying them to IITDM Kurnool, should be submitted.
- i) The rates quoted in the Financial Bid shall be valid for at least 12 months from the date of award of the tender. Tender valid for a shorter period shall be liable to rejection. However, after 12 months of the contract, whenever the fuel prices increase or decrease by more than 10% of the prices prevailing at the time of commencement of the contract, then the hire charges shall be increased or decreased, as the case may be, by 5% of the original price.

Note: - The bidders should submit all the required documents for the above-listed eligibility criteria, failing which their bid will be treated as invalid or cancelled.

Name and Signature of Bidder with Seal

5. EVALUATION PROCEDURE

- a) At the first stage, the Technical Bids will be opened as per the specified date and time in the presence of Bidders, who may like to be present in the Purchase section of the Institute.
- b) A Committee duly constituted by the Competent Authority would evaluate the Technical bids submitted by the Bidders
- c) Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the tender document. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding/tender document and is without any material defects and deviations. Deviations from, or objections or reservations to critical provisions such as those concerning qualification/eligibility criteria, availability of facilities and amenities as needed, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honour the terms and conditions of contract, etc. will be deemed to be material deviations.
- d) If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- e) The Financial bids of those Bidders who are technically qualified in the Technical Evaluation only shall be opened, by giving prior intimation to the technically qualified bidder for date and time of Finance Bid opening.
- f) The Financial Bids will be opened as per the specified date and time in the presence of Bidders, who may like to be present in the Purchase section of the Institute.
- g) The Contract will be awarded to the L1 Bidder, i.e. the bidder who quotes least price among all the technically qualified bidders. The decision of the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh, is final in this regard.
- h) The Bidder should quote the charges in figures as well as in words the amount/price offered by them.
- i) Tenders with revised/modified rates/offer after the opening of the tenders shall be summarily rejected and the entire Earnest Money Deposit (EMD) submitted with the tender shall be forfeited.
- j) The tender is not transferable under any circumstances.
- k) Telegraphic, conditional or incomplete tenders shall not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Bidder.
- l) Institute reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.
- m) In case any document produced in support of eligibility criteria turns out to be not genuine before or after award of work, the IIITDM KURNOOL reserves the right to blacklist or debar the bidder concerned from participating in the future tendering process at the Institute.
- n)** The tenders of the contracting agencies not in possession of valid statutory sanctions / registrations / permits/ insurances are liable to summary rejection.

6. DETAILED SCOPE OF WORK AND OTHER TERMS AND CONDITIONS

1. Drivers - Should have a valid driving license (LMV with badge number) with at least 5 years of experience and preferably below 45 years of age.
2. The tender shall be signed by the authorized person and his / her full name and status be indicated below the signature along with official stamp of the contracting agency
3. The successful bidder should provide only the specified type of vehicles which are in good running condition and are BS-6 compliant.
4. The contractor shall supply AC vehicles only not older than 2018 model with ABS having at least two airbags.
5. A team of IIITDMKNL officials may visit or ascertain from the clients' offices of the eligible bidders for information regarding the quality of services claimed to have been provided by the bidder etc.
6. The successful contractor shall supply the required number of specified vehicles together with required number of drivers and relievers daily including Sundays and Holidays. The hire charges quoted by the bidder should be inclusive all expenses of the vehicles and their drivers except GST. The Institute will not be responsible for any damages, losses, repairs, thefts, fuel refilling, relievers etc., in respect of the vehicles as well as their drivers and in respect of injury/damage to any person or other vehicle. The monthly rate/hire charges to be quoted by the bidder should be exclusive of GST.
7. The contractor should pay minimum wages, EPF, ESI, bonus, and other statutory payments on or before 7th day of every month, and also comply with other necessary provisions of the Labour Act, at his own expense. Further, the contractor shall provide two sets of Uniforms, Identity Cards, and one pair of shoes to the drivers deployed to drive these vehicles within 15 days of award of work at his own expense.
8. The Vehicle working hours – 7 am to 8 pm on all days. In case of outstation duty, the timings may be extended. However, the Vehicle must be available to the Institute all the 24 hours.
9. The vehicles being hired will be used for a maximum of 16 hours each day for transport mostly in and outside the campus. However, in exigencies of work, they may be used for local transport also. The daily trips of these vehicles should be carried out as per the schedule fixed by the Institute. The vehicle should not be driven by a single driver throughout the 16 hours in a day. Suitable substitute driver arrangements should be made by the contractor at their own expense.
10. The contract shall be initially for a period of one year and may be extended on a year-to-year basis up to two more years on the same terms and conditions, subject to the satisfactory service of the contractor.
11. The contract can be prematurely terminated by either party by giving an advance notice of three months and after expiry of the notice period.
12. The contracting agency should have the passenger vehicles, which are being offered for hire, registered as tourist/commercial vehicles on its own name having valid commercial permits. Copies of the tourist vehicle registration certificates and valid Insurance policies should also be attached with the Bid. If the vehicles are not presently in the tenderer's name, an affidavit duly attested by a Notary that in the event of them being the successful bidder, they will get these vehicles transferred to their name before supplying them to IIITDM KURNOOL, should be submitted.

13. The services of the vehicles are generally required throughout the year i.e. 365 days including Sundays and Holidays. As of now, the Institute requires **One vehicle** on regular basis. However, the Institute reserves the right to increase or decrease the number of vehicles according to its requirements any time during the currency of the contract. The contractor will have to provide the vehicles accordingly on the same terms and conditions of the contract. **For temporary requirements, vehicles will be hired on per day or per Kms. basis.**
14. Generally, the vehicles will be required to commence their daily service at the Institute sharp at 7:30 A.M. However, the schedule of trips is subject to change according to the requirements of the Institute.
15. The contracting agency shall provide the services continuously as per the award of contract. In case of discontinuation of services by the contractor in the middle of the period without requisite notice or non-satisfactory services, breach of any terms and conditions of the contract etc. the contractor shall be liable to legal action, in addition to forfeiture of the performance security deposit given by him.
16. The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of IITDM Kurnool.
17. The contracting agency shall also abide by the relevant Rules and Regulations to engage drivers on the vehicles provided deployed at IITDM Kurnool and will obtain requisite licenses, sanctions & permits which should be valid during the tenure of contract. Renewal of the same shall be ensured by the contractor well in time. The contractor himself is responsible to pay and clear the fines and challans, if any, imposed by the Govt., for violation of the rules at his expense.
18. There will be no dead mileage for vehicles deployed on a monthly basis. The kilometer age for the purpose of "vehicle run" and "hours of duty" shall be reckoned from the time vehicle reaches IITDMKLN campus till the closure of the given schedule or till the vehicle leaves IITDMKLN campus. No mileage will be allowed to drivers for lunch/ breakfast or for filling fuel etc. 16 hours' duty will be reckoned from the time reporting at institute. Drivers should not ask any money in lieu from users.
19. The contracting agency shall provide immediate replacement for the breakdown vehicle with the same type of vehicle at their own expense.
20. The Director, IITDMKLN reserves the right to impose a pecuniary penalty on the contractor for serious lapses in execution of the contract. The amount of penalty imposed will be recovered from the monthly bills payable to the contractor.
21. The drivers of the vehicles deployed at the IITDM Kurnool should possess a valid driving license in their name. The drivers must wear uniform while on duty, be able to speak the local language, be courteous to the users of the vehicles. The contractor shall be responsible for their integrity and conduct while on duty at the Institute. In the event of misbehavior on the part of any of the drivers deployed or case of rash/negligent driving or overspeeding, IITDM Kurnool may impose a penalty as deemed fit on the contracting agency and demand replacement of the delinquent driver. The contractor shall comply with the demand immediately. A penalty of Rs. 500/- for each day of duty without uniform will be imposed.
22. Vehicles supplied by the firm/agency will be periodically inspected by nominated officers of the Institute. In case of non-compliance of any of the conditions like driver not possessing a valid license, vehicle running without a valid insurance and pollution certificate etc., a penalty of Rs.500/- for each lapse on each occasion will be imposed and recovered from the dues of the contractor.

23. The drivers of the vehicles deployed at the Institute shall maintain the logbook (timings and mileage for each vehicle) on daily basis and obtain signatures of the Security Supervisor/Guard at the main gate daily twice at beginning of the service and close of the service. IIITDM Kurnool may demand this logbook at any time for inspection.
24. The contracting agency shall ensure that vehicles and drivers of the vehicles provided at IIITDM Kurnool are not changed without a valid reason. Frequent changes of vehicles and drivers will not be permitted. In case of change, the contracting agency will intimate the details of the replacing vehicle or driver to the Institute in advance. In case the contracting agency replaces any vehicle with another of higher class than the contracted type, payment will be restricted to the rates under this contract only. However, vehicle of lower class than the contracted type shall not be accepted.
25. It shall be the responsibility of the service providing agency / firm /company to meet the expenses of transportation, food, medical and any other requirements of the drivers engaged by it for these vehicles and IIITDM Kurnool shall have no liabilities in this regard.
26. For all intents and purposes, agency shall be the “Employer” within the meaning of different Labour Legislations in respect of drivers so employed and engaged at IIITDM Kurnool site. The Drivers deployed by the agency at IIITDM Kurnool shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against IIITDM Kurnool.
27. The contracting agency shall be solely responsible for any accidents, injuries to other vehicles or pedestrians or passengers caused by these vehicles while on service at this Institute. Similarly, the contracting agency only is responsible to redress the grievances /resolve disputes relating to drivers engaged by them at IIITDM Kurnool site. IIITDM Kurnool shall, in no way be responsible for settlement of such issues.
28. The drivers deployed by the contracting agency shall not collect any money from the users of the vehicles in any form or on any pretext like fare, tip, chai-paani etc.
29. If required, IIITDM Kurnool may allow these vehicles to be parked inside the campus without any charges for the same. However, no accommodation or overnight stay of the drivers will be allowed inside the campus.
30. The successful tenderer will have to make agreement with IIITDM Kurnool broadly covering scope of work, requirements, terms and conditions of the services to be provided to the IIITDM Kurnool on a judicial stamp paper of Rs.100/- or as per the prevailing requirement, the cost of which will be borne by the contracting agency.
31. In case of any break down, suitable vehicle in good condition shall be made available to the institute, failing which vehicle will be hired from the Open Market and actual payment made will be recovered from the dues payable to the contractor in addition to non payment of hiring charges for the journey.
32. The Faculty in-charge of Transport/Transport Officer or other persons authorized by the Director, IIITDMKLN will be the nodal points for instructions/queries with respect to Vehicle movement and will help in coordinating service arrangements on behalf of IIITDM Kurnool
33. The vehicle shall have a log book to record the mileage, duly certified by the end user who authorized by Faculty in-charge of Transport/Transport Officer or other persons authorized by the Director, IIITDMKLN at the end of each day/each trip. The vehicle shall be driven as per the direction of Officer travelling or other Institute Official as per requirement.

34. In case of any of the driver so deployed by the contractor not being up to the mark, not performing his duties properly or indulge in any unlawful or disorderly conduct, the contractor shall take suitable action against such driver on the report of IIITDM Kurnool.
35. The contractor shall immediately replace the particular driver so deployed on the demand of IIITDM Kurnool in case of any of the aforesaid act on the part of the driver so deployed or otherwise.
36. The contractor shall deploy their drivers in such a way that the drivers get weekly rest as stipulated by the norms.
37. The hiring service has to be carried out under the guidance and instructions of the Faculty In-charge Transport/Transport Officer or other persons authorized by the Director, IIITDMKLN. in the presence of a person authorized by him.
38. The driver engaged by the contractors are solely employees of the contractor and they have no right to claim for any compensation or regular post in IIITDM Kurnool. IIITDM Kurnool doesn't own any responsibility, whatsoever either for absorption/continuation or for regularization of employment.
39. The contractor should increase the vehicle in the exigencies of work if a written request is made by IIITDM Kurnool at the stipulated rates only.
40. The contractor should not allow his workers to conduct any Union activities on the campus of IIITDMKLN.
41. In the event of local problems arising while discharging the functions at IIITDM Kurnool, the contractor will deal with them appropriately and he will not bring IIITDM Kurnool on the scene for such matters.
42. Responsibility to solve disputes arising from the driver with respect to their salaries/wages or any other matters connected with the service conditions, compensations, etc. rests with the contractor.
43. The vehicle hiring services of a contractor should be made available on all days and nights irrespective of holidays and Sundays.
44. The contractor should not be an employee of IIITDM Kurnool, Central or State Government, Autonomous Body or PSU. He should submit a declaration to this effect.
45. The contractor and his staff will make their own residential arrangement outside the premises of the IIITDMKLN. No one will be granted permission to stay in the Hostel during the night or during non-functional hours.
46. Vehicle Holsters: Neat and Tidy covers (Made of Turkey Towel material) shall be provided, which needs to be changed daily.
47. The firm shall be responsible for all statutory related tax payments and fines, if any except, parking and toll gate charges.
48. The firm shall be responsible for all the obligations under the Motor Vehicles Act, 1954 and responsible for the amended act from time to time.
49. The performance of the Agency shall be reviewed quarterly and the contract is liable for termination in the event of non-satisfactory performance.
50. The contractor and his staff should not be employees of IIITDM Kurnool, central or state government. He should submit a declaration to this effect.
51. The contractor and his staff will make their own residential arrangement outside the premises of the institute. If it is observed at any stage that the quality of the work is not satisfactory, the contract order as a whole may be terminated and security deposit forfeited. The contractor will have no claims what so ever on the IIITDM Kurnool. The contractor will also have to serve a notice of three months, if he/she wishes to terminate the contract, otherwise the security deposit will be forfeited.

52. The Contractor needs to submit driver's health certificate/fitness certificate. Contractor needs to do the background check of the driver
53. Driver conduct and behavior need to be good and institute can advise the contractor to change driver at any point of time. The contractor should follow the institution's advice.
54. The Agency shall submit Bio-data with photograph and contact numbers of all the deployed in the Institute within seven (7) days of the award of the contract or start date of the contract whichever is earlier. The Agency shall give a certificate stating that persons deployed in the Institute have been police verified and do not have any adverse antecedents.
55. The personnel should be conversant in Hindi apart from Telugu.
56. The Agency must ensure that the deployed personnel are not under the influence of alcohol or other intoxicants while performing their duties for the Institute. Smoking is also not permitted while on duty.
57. The Agency should make arrangements for quarterly general health checkup of all the personnel employed by the Agency at their own cost. The records in this regard should be preserved by the Agency and copies should be submitted to the Institute. Further, health cards for all its personnel should be maintained by the Agency.
58. IIITDMKNL, Kurnool, Andhra Pradesh will not pay any deposits or advance to the Agency.
59. The driver, shall report daily to the concerned official of the Institute and take instructions from him from time to time. These should be recorded in a register maintained by the contractor exclusively for this purpose, preserve the same and produce as and when required by the Institute.
60. The contract shall provide the replacement of staff, in case of absenteeism, casual/sick leave *etc.* so as to ensure full staff at all time. In case of absence by any particular driver the contractor shall make alternate arrangement immediately failing which a penalty *i.e.*, wages at double the rates would be deducted per day per person.

7. Commencement of Service:

The service provider must commence the services **within 01 weeks** from the date of the work order. The time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet this condition.

8. Modification of Terms and Conditions:

The IIITDMKNL with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

9. Obligations of IIITDM Kurnool:

- 1) That in consideration of the services rendered by the contractor as stated above, he shall be paid on monthly basis.
- 2) That the aforesaid amount has been agreed to be paid by IIITDM Kurnool to the contractor after deducting statutory deductions, taxes, Cess etc.
- 3) A security deposit will be refunded to the contractor within three months of the expiry of the contract only on the satisfactory performance of the contract to be certified by the officer authorized by Director, IIITDMKNL.
- 4) Payment to the Contractor shall be made by way of online RTGS/NEFT only for the service rendered.

10. Payment Conditions:

- 1) Payment of Hire charges will be made once in a month in the form of Cheque or through RTGS after verification of Trip sheet duly signed by the institute Official, after deducting income tax etc. as per applicable laws.
- 2) All bills should be submitted on printed forms, duly signed and pre-receipted in triplicate.
- 3) Payment will be made by the Institute to the contractor on monthly basis on submission of bills in triplicate along with the logbook.
- 4) Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
- 5) No escalation of Vehicle Hiring Charges shall be admissible during the term of the contract.

11. Indemnification:

- 1) That the contractor shall keep IIITDM Kurnool indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters into a dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case IIITDM Kurnool is made a party and is supposed to contest the case, IIITDM Kurnool will be reimbursed the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to IIITDM Kurnool on demand. Further, the contractor shall ensure that no financial or any other liability comes on IIITDM Kurnool in matters of any nature whatsoever, and shall keep IIITDM Kurnool indemnified in this respect.
- 2) That the contractor shall keep IIITDM Kurnool indemnified against any loss to the property and assets of IIITDM Kurnool. IIITDM Kurnool shall have the right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

12. Penalties/Liabilities:

- 1) That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the contract may be terminated, the security deposit will be forfeited and the work may be got done from another agency at their risk and cost.
- 2) If the contractor violates any of the terms and conditions of this agreement or commits any fault or the services are not to the entire satisfaction of officer authorized by The Director, IIITDM Kurnool on his behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
- 3) The security deposit shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of a breach of the agreement by the Contractor.

13. Penalty for inadequate performance:

In case of delay in reporting of the vehicle, a penalty of Rs.50/- per every 15 minutes delay will be imposed on the contractor.

13.1 General Mechanism:

1) Penalty points: Penalty points will be finalized by Faculty in-charge/Transport Officer once a month in a coordination meeting to be held in the first week of every month. A penalty will be levied at the rate of Rs.500/- per point, subject to a maximum of 10% of the service charges payable to the Contractor in that month and the same will be deducted from the bill payable in the next month or from the Security Deposit.

14. Resolution of Disputes:

In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh or any other officer nominated by the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh for arbitration, whose decision shall be final and binding on both the parties. The Contractor agrees that the arbitrator could be an employee of the Institute and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

15. Termination of The Contract:

The contract may be terminated in any of the following contingencies: -

- a. On giving three months' notice by the Agency **OR** the Institute
- b. On the expiry of the contract, without any notice **OR**
- c. On giving upto one-month notice by the Institute, at any time during the tenancy of contract, in case the services rendered by the Agency are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services **OR**
- d. On Agency being declared insolvent by the competent Court of Law, without any notice **OR**
- e. On assigning of the contract or any part thereof or any benefit or interest therein or thereunder by the Agency to any third party or for sub-letting the whole or a part of the contract to any third party with prior written consent of IIITDM Kurnool and with notice. Provided that, during the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging its duties as before till the expiry of the notice period.

In case of termination of the contract on the grounds mentioned at **Sr. No (c, d & e)** above **OR** in case the Agency decides to conclude the contract before the expiry of 12 months contract period without giving three months' notice as mentioned at **Sr. No (a)** above, the Agency shall forfeit the Performance guarantee held with the Institute and the Agency shall not have any claim/right against the Institute in satisfaction of this condition.

16. Mode of Issue of Notice:

Any notice sent by Speed post only by either party to the addresses recorded in the contract shall be deemed to have been properly served for any of the purposes mentioned herein.

17. Locations for the supply/services

The bidders may note that the items/services covered by this document are required to be supplied and installed at:

**IIITDM Kurnool,
Jagannathagattu, Dinnidevarapadu village,
Kurnool – 518008. Kurnool District,
Andhra Pradesh.**

18. Bid Validity of both Technical and Financial Bids:

- 1) Both the technical and financial bids shall remain valid for atleast 12 months from the date of award of tender. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 2) In exceptional cases, the Bidders may be requested by the Institute to extend the validity of their Bids up to a specific period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and also needs to extend the validity period of the Bid Security accordingly.
- 3) In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for IIITDM Kurnool, the Bid validity shall automatically be extended up to the next working day.

19. Payment:

- 1) Monthly payment after end of the month & certification from FIC/Transport Officer on submission of Performance Guarantee for Rs. 1,00,000/- (at the start of the contract) valid till contract period plus a minimum of 2 months. The bidders may note that **other modes of payment like advance payment and payment against delivery are not considered.**
- 2) The Agency shall submit the bills as per the agreed rates immediately after completion of the calendar month to IIITDM Kurnool to the Transport Section of the Institute, along with duly signed duty slips, photocopy of the extract of the logbook.
- 3) The Agency shall also be liable for payment of all taxes, levies, cess, etc. on account of services rendered by it to IIITDM Kurnool, to the tax collection authorities concerned from time to time as per extant rules and regulations on the matter.
- 4) The Income Tax (T.D.S.) shall be deducted at prevailing rate from the monthly bills, as amended from time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by IIITDM Kurnool to the agency.

20. Jurisdiction:

- 1) This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to executive jurisdiction of the Indian Courts at Kurnool.
- 2) The disputes, legal matters, court matters, if any, shall be subject to Courts in the district of Kurnool Jurisdiction only.
- 3) The contracting agency and the IIITDM Kurnool shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction. The resultant contract will be interpreted under Indian Laws.

21. Force Majeure:

- 1) Any delay due to Force Majeure will not be attributable to the Service provider. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Contract for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the service provider for a period exceeding a continuous period of 7 (seven) days.
- 2) IIITDM Kurnool may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failures to perform its obligations under the contract, is the result of a force majeure.
- 3) If the due date of submission of tender/tender opening is declared a holiday for the Institute, the due date for submission of tender/tender will be extended to the same time on next working day.

22. Arbitration:

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc., shall be referred by either party (IIITDM Kurnool or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of the dispute and will be referred to the arbitrator to be nominated by The Director, IIITDM Kurnool. The venue for arbitration shall be Kurnool.

23. Acceptance of the terms and conditions of tender document:

The bidders have to accept all the terms and conditions of this tender document and it is made known that the bidders quoting for this tender had impliedly accepted the terms and conditions of this tender.

24. Interpretation of the clauses in the Tender Document:

In case of any ambiguity/dispute in the interpretation of any of the clause in this tender document, interpretation of the Director, IIITDM Kurnool shall be final and binding on all parties. The IIITDM Kurnool reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.

Registrar I/C

Annexure-I

Self-attested
Photograph
of the bidder

PROFILE OF THE FIRM FOR HIRING VEHICLES SERVICES

i.	Name & Address of the Agency				
	a. Mobile no.				
	b. Telephone no.				
	c. E-mail				
ii.	Name and Designation of Authority having Administrative & Financial Powers along with his/her Mobile no. (Attach a copy of Power of Attorney if applicable)				
iii.	Experience of the agency for last 5 years in Transport services. Particulars may be provided in the table given bellow.				
iv.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been blacklisted or changed the name of the firm (in original).				[Attach the affidavit as an enclosure & refer here]
v	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original).				[Attach the affidavit as an enclosure & refer here]
vi.	Copies of valid licenses, permits, RCs & insurance of the vehicle, if available. If not, an affidavit that the tenderer will procure and provide the vehicles within 15 days from the award of the contract, shall be submitted now.				[Attach the affidavit as an enclosure & refer here]
vii.	Is vehicle BS-6 Compliant and not older than 2018 model (attach proof)				
viii.	Any other information which The Agency may like to provide				
Name of the Client	Contact person & Mobile no.	From	To	Duration in years/months	Number and type of vehicles

Documents having Corrections and Alterations shall not be accepted.

All the information furnished above should be supported by documentary evidence.

I / we accept all the terms and conditions of the tender notice.

Place:

Date:

Signature of the Tenderer with Seal

TECHNICAL BID (checklist)

(The Bidder may use the checklist below, to ensure that the tender submitted is complete in all respects)

Sl. No	Particulars	Yes	No	Document Page No
1	Self-attested copy of original tender document downloaded from either Central Public Procurement (CPP) Portal http://eprocure.gov.in/epublish/app or the Institute website www.iiitk.ac.in .			
2	Profile of the firm for Hiring Vehicle Services (Annexure-I)			
3	Self-attested copy of Firm Registration Certificate.			
4	Self-attested copy of GST Registration.			
5	Self-attested copy of PAN card.			
6	Self-attested copy Copies of valid licenses, permits, RCs & insurances for vehicle, if available. Or affidavit as applicable			
7	Self-attested copies of relevant work/purchase order(s), if applicable.			
8	Self-attested copies of relevant work completion certificate(s), if applicable.			
9	Self-attested copies of satisfactory performance certificate(s), if applicable.			
10	Self-attested copies of last 3 years' audited financial statements/ ITR's & Annual Turnover issued from Chartered Accountant on his/her letterhead.			
11	Declaration in the format given by the Institute (Annexure-III)			
12	Power of attorney, if any, to be submitted.			
13	EMD cover (Demand Draft/Banker's Cheque / EMD exemption declaration as per Annexure-IV).			Envelop-I
14	Technical Bid for Hiring of vehicles at IIITDMKNL, Kurnool, Andhra Pradesh			Envelop-II
15	Financial bid cover (as per Annexure-V).			Envelop-III

Note:

- All the pages of the original bid document along with other hard copies should be **serially numbered**, and **document page numbers should be filled** in the above table.
- Bidders need to submit **self-attested** hard copies.

Name and Signature of the Bidder with stamp

DECLARATION

(To be provided on the letterhead of the Bidder and submit along with Technical bid)

To

The Registrar In-charge.

IIITDM Kurnool.

Jagannathagattu, Dinnidevarapadu,

Andhra Pradesh -518008.

Tender Ref. No.: IIITDMKNL/2022-23/OT/Transport /Vehicle/19

Date: 02 Nov. 2022

I/We, the undersigned, declare that:

1. I / We do hereby certify that our firm is not blacklisted and no enquiries / cases are pending against us by Govt. of India / Govt. of Andhra Pradesh or by any State/Central Boards/ Universities, since inception of the firm / company.
2. All the terms and conditions given in the tender document with reference to above, are acceptable to us.
3. I/We also certify that the information mentioned in the submitted documents is true and complete in any every respect and explicitly agree that in the case at a later date it is found out by the Institute (IIITDM Kurnool) that any details provided herein by us are incomplete/incorrect, any contract given to us may be summarily terminated forthwith, our firm may be blacklisted, and that the Institute may also initiate any other legal/penal proceedings, as deemed fit by it.

Date:

Place:

Signature:

Authorized Signatory Name:

Designation:

Company:

Contact No:

Company Seal

DECLARATION FOR EXEMPTION OF EMD**(To be provided on the letterhead of the Bidder and submit along with Technical bid)**

To

The Registrar In-charge.

IIITDM Kurnool.

Jagannathagattu, Dinnidevarapadu,

Andhra Pradesh -518008.

Tender Ref. No.: IIITDMKNL/2022-23/OT/Transport /Vehicle/19

Date: 02 Nov. 2022

1. I/We, the undersigned, declare that I/We are registered with MSME/NSIC and hence may be exempted, in view of submission of **Bid Securing Declaration**, from payment of EMD.
2. I/We accept that:
 - a. I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of five (5) years upon receipt of your Blacklisting Order and pay 5% on work order value / purchase order as a fine on the Use of Bid Securing Declaration if I/we have committed any of the following actions:
 - i. Withdrawn or Modify my/our Bid during the period of bid validity required in the Bidding Documents; or
 - ii. Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity; or
 - iii. Fail or refuse to submit a performance security before the deadline defined in the Bidding Documents.

Date:

Place:

Signature:

Authorized Signatory Name:

Designation:

Company:

Contact No:

Company Seal**Enclosure: Copy of MSME / NSIC registration certificate.**

FINANCIAL BID**(To be provided on the letterhead of the Firm)**

To
Director
IIITDM Kurnool

Sir,

In response to the NIT for 'Hiring of 5/7-Seater Vehicles including fuel charges on rental basis at IIITDM Kurnool, Kurnool, Andhra Pradesh', we submit herewith our financial bid.

S. No.	Description of item (s)	Make, Model, & Seating Capacity of the BS-6 compliant Vehicle	Rate in Rs. (Excluding GST)	Rate in Rs. per Extra KM	Rate in Rs. per Extra Hour
(1)	(2)	(3)	(4)	(5)	(6)
1	Regular vehicle: Rate per Month for 5 seater vehicle (Min. 500 kms ; Max 3000 kms) @16 hours a day, should be quoted Preferred Dzire or similar vehicle (AC vehicles only with ABS having at least two airbags)		Rs. _____ In words:		
2	On demand vehicle: Rate per kilometer distance for a 5 seater vehicle (Min. 400 kms) should be quoted Preferred Dzire or similar vehicle (AC vehicles only with ABS having at least two airbags)		Rs. _____ In words:	Not Applicable	Not Applicable
3	On demand vehicle: Rate per day for a 5 seater vehicle (Max. 80 kms) should be quoted Preferred Dzire or similar vehicle (AC vehicles only with ABS having at least two airbags)		Rs. _____ In words:		Not Applicable
4	On demand vehicle: Rate per kilometer distance for a 7 seater vehicle (Min. 400 kms) should be quoted Preferred Innova or similar vehicle (AC vehicles only with ABS having at least two airbags)		Rs. _____ In words:	Not Applicable	Not Applicable
5	On demand vehicle: Rate per day for a 7 seater vehicle (Max. 80 kms) should be quoted Preferred Innova or similar vehicle (AC vehicles only with ABS having at least two airbags)		Rs. _____ In words:		Not Applicable

Note:

- 1) Bidders can quote any or all the above items/vehicles, However, the vehicle should be BS-VI Compliant and the model of the vehicle should not be older than 2018.
- 2) The Bidder must quote their rates only if they are in a position to supply the above type of vehicles.
- 3) L1 will be decided at each item/vehicle separately based only on the rate quoted in the Column no-(4). However, the successful bidder will have to match the prices of Column no-(5) and Column no-(6) with the least quoted values.
- 4) We hereby undertake that no extra charges on any account will be claimed except as mentioned above.
- 5) We hereby undertake to strictly abide by the Commercial and other terms laid down in the Tender.
- 6) No additional charges will be paid for the driver in any case.

[AUTHORIZED SIGNATORY]
NAME IN BLOCK LETTERS
SEAL OF THE TENDERER

Note: **All applicable taxes will be deducted on basic value at the time of payment.**

FORM FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
The Director
IIITDM Kurnool

WHEREAS (Name and address of the Bidder) (Hereinafter called “the Bidder) has undertaken, in pursuance of the contract no..... Dated to supply (description of goods and services) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a **Nationalized bank** / scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the Day of 20

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name and address of the Bank and address of the Branch

Important: (For issuance of IFN 760 COV Bank Guarantee Advising Message)

1. Beneficiary Bank Details: Bank Name: State Bank of India, Branch: Nandyal Road Branch Kurnool, IFSC Code: SBIN0021660)
2. The Supplier has to ensure issuance of IFN 760 COV BG Advising Message by the issuing bank in order to make the paper Bank Guarantee operative (Ref: GoI Ministry of Finance letter no.F.No.7/112/2011-BOA dated 08.03.2016).