

Indian Institute of Technology Hyderabad Kandi, Sangareddy - 502 284, Telangana, India

Phone: 040-23016777

Website: www.iith.ac.in, Email: office.transport@iith.ac.in

Tender No. IITH/103/MS/Transport/2023, dated. 27.06.2023

NOTICE INVITING TENDER

Indian Institute of Technology Hyderabad invites online bids in a single bid system for providing a Bus service for conveyance of Students, Staff and Faculty to and from Miyapur to IIT Hyderabad.

Important Dates:

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	27.06.2023	17:00 Hrs
2	Bid Submission Start Date	27.06.2023	17:10 Hrs
3	Bid Submission Close Date	17.07.2023	15:00 Hrs
5	Opening of Bids	18.07.2023	15:00 Hrs

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal https://eprocure.gov.in/epublish/app OR Institute website-https://iith.ac.in/tenders.

The bid is to be submitted online only through the E-procurement portal https://eprocure.gov.in/epublish/app up to the last date and time of submission of tender.

No manual bids will be accepted. Bids should be submitted online through E-procurement portal https://eprocure.gov.in/epublish/app

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the

- names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" areaavailable to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and tobe filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, withoutchanging the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is

subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in.

TENDER NOTICE

FOR PROVIDING A BUS SERVICE FOR CONVEYANCE OF STUDENTS, STAFF AND FACULTY TO AND FROM MIYAPUR TO IIT HYDERABAD

(Tender Notification No. IITH/103/MS/Transport/2023, dated 27/06/2023)

- 1. The Director, Indian Institute of Technology Hyderabad, an autonomous Institution established by the Ministry of Education, Govt. of India invites online tenders for providing a Bus service for conveyance of Students, Staff and Faculty to and from Miyapur to IIT Hyderabad.
- 2. Scope of Work: The vehicles being hired will be used for conveyance of Students, Staff and Faculty to and from Miyapur to IIT Hyderabad. However, in exigencies of work, they may be used for internal transport also. The daily trips of these vehicles should be carried out as per the schedule approved by the Institute. As of now, the Institute required one vehicle, 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 bidder will have to provide the vehicles accordingly on the same terms and conditions of the contract.
- 3. **Period of Contract:** The contract will be for a period of one year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The IITH may renew/extend the contract to such further period (s), as it may deem proper and, in any case, not exceeding three years from the date of commencement of work, having regard to the quality and manner of the bidder's performance. However, it shall be with consent/written request by the bidder in this regard.
- 4. **Bid Validity Period:** The bids will be valid for a period of 90 days.
- 5. **Signing of Contract and Commencement:** The successful bidder should enter agreement with IITH on a Rs.200/- Non-judicial stamped paper within 10 days from the date of award of contract. The services are to be started within 15 days from the date of award of contract.
- 6. **Eligibility Criteria:** Bid Details should be provided in the prescribed format i.e. **Annexure A** which should inter alia contain the following:
 - a. Bidder should furnish the following documents along with the bid:
 - i.Firm Incorporation Certificate under relevant law, such as Companies Act and/or Shops & Establishment Act., etc.
 - ii.PAN, GST details.
 - iii.Valid licenses under Contract Labour Act, EPF, ESI.
 - iv.In case of partnership firm, full name and address of each partner along with certified copies of registered partnership deed is to be submitted. In case of proprietorship firms, full name and address of proprietor along with certified copy of trade license.
 - b. Bidder should have the minimum experience of 3 years as on the date of this notice in the field of providing passenger transportation services to **Centrally Funded Institutions viz. IITs/IIMs/IISc/NITs or MNCs or organization of repute (at state or national level).** Name, address / contact details of the present and past clients to be provided with a copy of the experience

certificate/satisfactory completion certificate in the client's letterhead to be enclosed with the bid. The Experience and satisfactory certificate should contain number of buses provided by the bidder and value of the work.

- c. Those bidders having experience with IITH during the period 01.01.2017 to 31.03.2022 should mandatorily obtain experience certificate from IITH and include the same in their bid, failing which the bid stands disqualified.
- d. The bidder should submit their Income Tax Return (ITR) of last three financial years i.e., financial years 2020-21, 2021-22 and 2022-2023 along with financial statements duly audited / CA certificate for the last three years i.e. up to 31.03.2023.
- e. The Bidder should have a Registered/Branch office preferably in Hyderabad/Sangareddy. In case of non-presence of the office in the successful bidder shall submit a declaration stating they will establish the same within 1 month of award of contract.
- f. The Bidder preferably have at least 20 drivers on their payroll. The bidders should submit copies of quarterly returns of EPF and ESI with respect to such personnel along with a self-declaration.
 - i. The bidder should furnish the following declarations
 - ii. Letter of Consent (Annexure-B)
 - iii. No Relationship declaration (Annexure-C)
 - iv. Self-Declaration in Lieu of EMD (Annexure-D)
 - v. Declaration regarding Clean Track/No Legal actions (Annexure-E)
- g. The participating bidder shall make the site-visit on any working day between 10:00 hrs. to 17:00 hrs., and ascertain the nature of the contract and actual site conditions before tendering.
- 7. **Tender Fee:** A non-refundable tender processing fee of Rs.2950/- incl. GST (Rupees Two Thousand Nine Hundred and Fifty Only) should be deposited to the Institute account mentioned below and upload scan copy of proof of payment along with their bid.

Bank Name: SBI

Bank Account No.: 30412797764

Account Name: Indian Institute of Technology Hyderabad

IFSC Code: SBIN0014182 Branch: IITH Kandi.

The tender fee is exempted for MSME/NSIC registered bidders on submission of registration certificates.

8. **Earnest Money Deposit:** EMD of Rs.38,400/- (Rupees Thirty-Eight Thousand Four Hundred Only) in the form of Demand Draft Banker's Cheque/ Bank guarantee or payment online from scheduled bank in the name of Director, IIT Hyderabad valid for 180 days, The Scan Copy of the Demand Draft /Proof of Payment made online should be submitted along with bid.

Alternatively, bidder may also deposit the EMD amount to the Institute account mentioned below and upload scan copy of proof of payment along with their bid.

Bank Name: SBI

Bank Account No.: 30412797764

Account Name: Indian Institute of Technology Hyderabad

IFSC Code: SBIN0014182 Branch: IITH Kandi.

a) The original document (other than online payment) should be posted/couriered/given in person to the Management Services Section of IIT Hyderabad (A-222B, Academic Block-A, IIT

Hyderabad, Kandi, Sangareddy-502284) on or before opening of Bid. In case of non-receipt of original document before the due date of opening of bid, the uploaded bid will be summarily rejected.

- b) The firm registered with NSIC/MSME must furnish proof of registration along with their quotation failing which the bid will not be considered.
- c) Exemption from submission of Bid Securing Declaration against valid and relevant NSIC /MSME Certification is permitted, however it shall be subject to scrutiny by the IITH and if during scrutiny, it is found that the NSIC Certificate is invalid and/or irrelevant, then that bid is liable to be rejected as "not-accompanying EMD". Therefore, Bidders claiming exemption from EMD/Bid Securing Declaration against NSIC certificate, should ensure the same carefully, while submission of their bids.
- d) Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines / Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines / Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the l bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Bid.
 - i. The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Proforma invoice of their principals for this tender.
- ii. The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 7 days of award of contract.
- iii. Bids submitted without Bid Securing Declaration / relevant MSME/NSIC Certificates will be rejected & no correspondence in this regard shall be entertained.
- 9. **Performance Security Deposit:** For due performance of his/their obligations under the contract, during the validity, the successful bidder should deposit a Security Deposit equivalent to **3% of annual contract value**, which will be free of interest, before commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute, from any of the Nationalized or scheduled banks. The security deposit will be forfeited in case of the breach of contract. After successful completion of the contract, the security deposit will be refunded without interest within 60 days after adjusting dues if any to the IITH from the Bidder.
- 10.**Bid Submission Process:** The bids are to be submitted **online** in a single bid system. The bid shall contain all the scan copies of the original documents of **Bid.** The Bid should be accompanied by scanned copies of the documents required under the said Bid including the duly signed tender document. The format of Bid is attached at **Annexure-A**.
- 11. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the bidders who resort to canvassing will be summarily rejected. The bidders shall declare in writing that neither he nor any of them is, in any way related to any Faculty/officer of the rank of Under Secretary or above in IIT Hyderabad. The Director, IIT Hyderabad, reserves the right to reject any or all the tenders or to accept them in part or reject the lowest tender without assigning any reasons.

Sd/-Registrar

GENERAL TERMS AND CONDITIONS

- 1. The bidder should be based at Hyderabad/Sangareddy or have its office in Hyderabad/Sangareddy. In case of non-presence of the office at Hyderabad/Sangareddy the successful bidder shall submit a declaration stating they will establish the same within 1 month of award of contract.
- 2. The bidder 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 bidder's name and in the event of his being the successful bidder, the bidder should submit an affidavit duly attested by a Notary stating that, he will get these vehicles transferred to his name before supplying them to IIT Hyderabad.
- 3. The bidder will be black-listed and debarred from participating in any future tendering processes at IIT Hyderabad for a period of two years if the bidder withdraws or alters his tender or backs out after opening of the bids or during the validity of the tender/bid.
- 4. The rates quoted in the Financial Bid shall be valid for at least 12 months from the date of award of 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 20% 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 10% of the original price.
- 5. The tender shall be signed by the authorized person and his / her full name and status be indicated below the signature along with an official stamp of the contracting agency.
- 6. The successful bidder should provide only the specified type of vehicles which are in good running condition and not older than the 2020 model.
- 7. A team of IIT Hyderabad officials may visit or ascertain from the clients' offices of the eligible bidders for seeking information regarding the quality of services claimed to have been provided by the bidder.
- 8. The tenders of the contracting agencies not in possession of valid statutory sanctions / registrations / permits/ insurances are liable to be summarily rejected.
- 9. The Bidder or authorized representative shall receive the instructions from the Officer to be nominated by the Director of the Institute from time to time. All such instructions received by the authorized representative on behalf of the Bidder shall be deemed to have been received by the Bidder within the scope of this work order.
- 10. The successful bidder shall supply the required number of specified vehicles together with the required number of drivers and relievers daily i.e., seven days a week including Sundays and Holidays. The hire charges quoted by the bidder should be inclusive of all expenses of the vehicles, and their drivers [including buffer/additional drivers if any] 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 or damage to any person or other vehicle. The rate/hire charges to be quoted by the bidder should be exclusive of GST.

- 11. The bidder or his representative should always be available at the work site during the course of his work. It is the responsibility of the bidder or his representative to prepare the schedules of the vehicles, execution of schedules and implementation of other instructions issued from time to time.
- 12. The bidder 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 bidder 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.
- 13. The vehicles being hired will be used for providing a Bus service for conveyance of Students, Staff and Faculty to and from Miyapur to IIT Hyderabad. However, in exigencies of work, they may be used for internal transport also. The daily trips of these vehicles should be carried out as per the schedule fixed by the Institute.
- 14. The contract can be prematurely terminated by either party by giving an advance notice of three months and after expiry of the notice period.
- 15. 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**. 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 bidder will have to provide the vehicles accordingly on the same terms and conditions of the contract.
- 16. Generally, the vehicles will be required to commence their daily service sharp at 7:00 A.M. However, the schedule of trips is subject to change according to the requirements of the Institute. In case buses/drivers do not report on time or do not report at all, the IITH would have the right to hire a vehicle from the market and the additional cost incurred by the IITH will have to be borne by the bidder and the same will be deducted from the monthly bill.
- 17. The bidder shall provide the services continuously as per the award of contract. In case of discontinuation of services by the bidder in the middle of the period without requisite notice or non-satisfactory services, breach of any terms and conditions of the contract etc. the bidder shall be liable to legal action, in addition to forfeiture of the performance security deposit given by him.
- 18. The bidder 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 IIT Hyderabad.
- 19. The bidder shall also abide by the relevant Rules and Regulations to engage drivers on the vehicles provided deployed at IIT Hyderabad and will obtain requisite licenses, sanctions & permits as per the RTA rules and regulations of Telangana state, which should be valid during the tenure of contract. Renewal of the same shall be ensured by the bidder well in time. The bidder 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.
- 20. There will be no dead mileage for vehicles deployed on a daily basis. No mileage will be allowed to drivers for lunch / breakfast or for filling fuel etc.
- 21. The bidder shall provide the neat and conditioned vehicle and also ensure the cleanliness of the vehicle at all times.

- 22. The bidder shall provide immediate replacement for the breakdown vehicle with the same type of vehicle at his own expense.
- 23. The drivers of the vehicles deployed at the IIT Hyderabad should possess a valid driving license in their name. The drivers must wear uniform while on duty, be able to speak the local language, and be courteous to the users of the vehicles. The bidder 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, IITH may impose a penalty as deemed fit on the bidder and demand replacement of the delinquent driver. The bidder shall comply with the demand immediately.
- 24. The bidder and the IIT Hyderabad 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.
- 25. The drivers of the vehicles deployed at the Institute shall maintain the logbook (timings and mileage for each vehicle) on a daily basis. IIT Hyderabad may demand this logbook at any time for inspection.
- 26. The bidder shall ensure that vehicles and drivers of the vehicles provided at IIT Hyderabad are not changed without a valid reason. Frequent changes of vehicles and drivers will not be permitted. In case of change, the bidder will intimate the details of the replacing vehicle or driver to the Institute in advance. In case the bidder 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.
- 27. 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 IIT Hyderabad shall have no liabilities in this regard.
- 28. The Director, IITH reserves the right to impose a pecuniary penalty on the bidder for serious lapses in execution of the contract. The amount of penalty imposed will be recovered from the monthly bills payable to the bidder.
- 29. **Penalties:** A point system will be in operation under which operational failures, depending on type and frequency, will entail point penalties. The liability of the bidder will not only be in terms of these points but also to the extent of the recommendations of the institute. Every point will entail a financial obligation of Rs. 1000/-on the part of the bidder subject to a maximum of Rs. 1,00,000/-or 15% of the gross payment (per each bus) to the bidder/bidder in a month, whichever is less.

POINTS ALLOCATION:

SI.No.	Particulars	Penalty points (units) per day
1	Low Responsiveness (Not resolving the complaint within 2 days)	20
2	Unprofessional behavior/improper hygiene of driver or lack of cleanliness in Bus	20
3	Late arrival or early departure	20

4	Complaint about different type of facilities not working properly in the Bus	20
5	Complaint about non wearing of specified uniform by the Driver	10
6	Change of Bus without the consent of the Institute's administration	30
7	Rough/rash driving reported	50
8	Misbehavior by bidder's employees with IITH students/faculty/staff members/Guests/Visitors etc.	50
9	Non function of Lights/Horn etc.,	10
10	Going for fuel filling in scheduled time	10
		10% of the gross payment of that Bus of that month for regular
11	False Billing	billing
12	Violating any other terms of the agreement.	30

- 30. For all intents and purposes, the agency shall be the "Employer" within the meaning of different Labour Legislations in respect of drivers/other staff so employed and engaged at IIT Hyderabad site. The Drivers/staff deployed by the agency at IIT Hyderabad shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against IIT Hyderabad.
- 31. The bidder 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 bidder alone is responsible to redress the grievances /resolve disputes relating to drivers engaged by them at IIT Hyderabad/outside the campus. IIT Hyderabad shall, in no way, be responsible for settlement of such issues.
- 32. The drivers deployed by the bidder shall not collect any money from the users of the vehicles in any form or on any pretext like fare, tip, chai-pani, donations etc.
- 33. The Agency shall submit the bills as per the agreed rates immediately after completion of the calendar month to IIT Hyderabad to the M S Section of the Institute, along with duly signed duty slips, photocopy of the extract of the logbook.
- 34. The Agency shall also be liable for payment of all taxes, levies, cess, water charges etc. on account of services rendered by it to IIT Hyderabad, to the tax collection authorities concerned from time to time as per extant rules and regulations on the matter.
- 35. 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 IIT Hyderabad to the agency.

- 36. If required, IIT Hyderabad 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.
- 37. The successful tender will have to make an agreement with IIT Hyderabad broadly covering scope of work, requirements, terms and conditions of the services to be provided to the IIT Hyderabad on a judicial stamp paper of Rs.200/- or as per the prevailing requirement, the cost of which will be borne by the contracting agency.
- 38. The successful bidder will have to deposit a security deposit for an amount equivalent to 3% of the total contract value in the form of **Performance Bank Guarantee** (PBG) from any nationalized Bank in favour of the Director, IIT Hyderabad. The PBG shall cover the entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If the contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period.
- 39. Force Majeure: 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.

40. Arbitration:

- a. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitrator to be appointed by Director, IIT Hyderabad.
- b. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, Director IIT Hyderabad shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- c. The expression Director, IITH shall mean and include an acting/officiating Director.
- d. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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### BID

## A. Documents/details to be mandatorily submitted: -

| S. No. | Particulars                                                                                                                                     | Fill in the details | Submitte d? (Y/N) | Pg.<br>No. |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|------------|
|        | Name of Firm/Bidder/Company<br>(in BLOCK letters) [Firm registration<br>certificate to be attached]                                             |                     |                   |            |
| 2      | Permanent Address &<br>Telephone No.                                                                                                            |                     |                   |            |
| 3      | Full Postal Address,<br>Telephone/Fax No.<br>E-mail:                                                                                            |                     |                   |            |
|        | Name of the bank, address, account number, IFSC code                                                                                            |                     |                   |            |
|        | PAN No. [copy to be attached]                                                                                                                   |                     |                   |            |
| 6      | GST No. [copy to be attached]                                                                                                                   |                     |                   |            |
| 7      | Valid labour license issued by the State/Central Labour Department under Contract Labour Act duly attested by the Bidder. [copy to be attached] |                     |                   |            |
| 8      | Tender Fee Details<br>DD No., Date, Bank Name and Branch                                                                                        |                     |                   |            |
| 9      | EMD (Transaction ID and Date) [copy to be attached] in case of offline payment original document should reach on are before opening of bid.     |                     |                   |            |
| 10     | Experience as per Eligibility criteria [Experience certificates to be attached]                                                                 |                     |                   |            |
| 11     | Declarations as per formats Annexures-B, C, D & E [Copy to be attached]                                                                         |                     |                   |            |
|        | Income Tax Returns (for the last thee Financial years) FY 20-21, 21-22 and 22-23 [copies to be attached]                                        |                     |                   |            |
| 13     | Number of owned buses not older than 2020 model [copies to be attached]                                                                         |                     |                   |            |

## B. Details of Experience: Should be furnished in the following format-

Experience as on last date of submission of bid:

| C No   | Official e-mail id of | Telephone and | Period |          | Value of | Pg. No. |
|--------|-----------------------|---------------|--------|----------|----------|---------|
| S. No. |                       | From          | То     | contract |          |         |
| 1      |                       |               |        |          |          |         |
| 2      |                       |               |        |          |          |         |
| 3      |                       |               |        |          |          |         |
| 4      |                       |               |        |          |          |         |
| 5      |                       |               |        |          |          |         |
| 6      |                       |               |        |          |          |         |

**Important:** Only certificates issued by the clients on their official letter head with date of issue and containing requisite details will be considered. Copies of work orders, agreements, extension letters and bills will not be considered.

#### C. Price:

The BoQ has been uploaded in the CPPP Portal. The bidders have to fill all the details and upload the same.

#### Note:

- 1) Bidders must quote their rates only if they are in a position to supply the vehicles in the specified fuel type otherwise just left the cells as empty. The IITH reserves right to select any of the vehicle and fuel type at its discretion.
- 2) The above rate shall be indicated both in figures and words. In case any discrepancies, the amount indicated in words shall be considered as final.
- 3) L1 will be decided based on the rate quoted in the Column no. 13. However, the successful bidder will have to match the prices of Column no. 14 and Column no.15 with the least quoted values.
- 4) The actual Toll Tax and parking charges (if any) shall be reimbursed on production of receipt.
- 5) Vehicle model should not be older than 2020.

I/We certify that the above information is true to the best of my/our knowledge and I/We do not have any relative of the rank of Under Secretary or equivalent working in IITH.

| Signatu | re of t | he Bio | dder |
|---------|---------|--------|------|
|         | along   | with   | Seal |

Date:

#### Letter of Consent and bid submission

(To be submitted on Bidder's letter Head)

|                                                                                                                                                                                                                                                                                                    | Date:              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| To<br>The Director<br>IIT Hyderabad                                                                                                                                                                                                                                                                |                    |
| Sub: providing a Bus service for conveyance of Students, Staff and Faculty to and from Hyderabad. Ref: Tender Notice No. IITH/103/MS/Transport/2023, dated:27/06/2023.                                                                                                                             | n Miyapur to IIT   |
| Sir,                                                                                                                                                                                                                                                                                               |                    |
| I/We hereby offer to supply the specified vehicles in the desired number on a m and hereby accept all the terms and conditions of your Tender. Further, I/We agree to al & conditions of the Tender Notice and hold our bid open and valid till 90 days from the d the same.                       | bide by the terms  |
| 2. I/We have understood and fulfilled Eligibility Criteria, General Terms and Cond of Work, Technical Specifications and Special Conditions of Contract and am/are fully aw of the services required and my/our offer is to provide services strictly in according requirements of your Institute. | vare of the nature |
| 3. As advised, a Self-Declaration is hereby enclosed in lieu of Earnest Money Depunderstand that I/We shall be blacklisted and debarred from future tendering pr Hyderabad if:-                                                                                                                    |                    |
| <ul> <li>i. I/We do not execute the contract documents within 7 (seven) days after get<br/>from IITH, or</li> </ul>                                                                                                                                                                                | ting information   |
| ii. I/We do not commence the work within 15 (fifteen) days after award of the collith,                                                                                                                                                                                                             | ontract to us from |
| 4. This bidding document of mine/ours consists of Nos. of pages in total.                                                                                                                                                                                                                          |                    |
| 5. Bidding documents and submission of Tender have been duly signed and attached                                                                                                                                                                                                                   | ed herewith.       |
| 6. I/We know that acceptance of this tender shall constitute a binding contract be to modifications, as may be mutually agreed between us and indicated in the letter my/our offer for this work.                                                                                                  |                    |
|                                                                                                                                                                                                                                                                                                    |                    |

**Note:** The formats have been made available for the convenience of bidders in word format in the document titled 'Annexure'. The formats may also be downloaded. No change should be made by the bidders except filling-up details. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

Signature of Bidder(s) with Stamp, Address

#### **Annexure-C**

#### PROFORMA CERTIFICATE FOR 'NO RELATION' WITH IITH EMPLOYEES

(To be submitted on Bidder's letter Head)

This has reference to our proposed contract for 'providing a Bus service for conveyance of Students, Staff and Faculty to and from Miyapur to IIT Hyderabad, to be entered into with Indian Institute of Technology Hyderabad.

| <ul> <li>I/We am/are not a relative/blood relation of any key managerial person of IIT Hyderab</li> <li>We are not a firm in which any key personnel of IIT Hyderabad or his/her relative is partner;</li> <li>I/We am/are not a partner in a firm in which any key managerial person of IIT Hyderab or his/her relative is a partner.</li> </ul> |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| partner;  (iii) I/We am/are not a partner in a firm in which any key managerial person of IIT Hyderal                                                                                                                                                                                                                                             | oad. |
|                                                                                                                                                                                                                                                                                                                                                   | is a |
|                                                                                                                                                                                                                                                                                                                                                   | bad  |
|                                                                                                                                                                                                                                                                                                                                                   |      |
|                                                                                                                                                                                                                                                                                                                                                   |      |
| Signature of Bido                                                                                                                                                                                                                                                                                                                                 | der  |
| Place:                                                                                                                                                                                                                                                                                                                                            |      |
| Date:                                                                                                                                                                                                                                                                                                                                             |      |

## **SELF-DECLARATION IN LIEU OF EMD**

(To be submitted on Bidder's letter Head)

|                                                    |                                                                                                                     |                                                                                                      | Date:                        |  |  |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------|--|--|
| To<br>The Director,<br>IIT Hyderabad.              |                                                                                                                     |                                                                                                      |                              |  |  |
| Sub: Providing a Bus so<br>Hyderabad.              | Sub: Providing a Bus service for conveyance of Students, Staff and Faculty to and from Miyapur to IIT<br>Hyderabad. |                                                                                                      |                              |  |  |
| Sir(s),                                            |                                                                                                                     |                                                                                                      |                              |  |  |
| I/We, the undersigned                              | , hereby declare t                                                                                                  | at:                                                                                                  |                              |  |  |
| I/We understand that,<br>In lieu of Bid Security A |                                                                                                                     | conditions, bids must be supported b                                                                 | y a Bid Securing Declaration |  |  |
|                                                    |                                                                                                                     | ed from bidding for any contract w /We are in a breach of any obligation                             |                              |  |  |
|                                                    |                                                                                                                     | impairing or derogating from my/or after acceptance of our Bid by the                                |                              |  |  |
| b) failing or refusing<br>Security, in accordance  |                                                                                                                     | ract, if required, or failing or refusing<br>ons to Bidders.                                         | g to furnish the Performance |  |  |
|                                                    | er of (i) the receip                                                                                                | eration shall cease to be valid if I and of your notification of the name of the dity of my/our Bid. |                              |  |  |
| Signed:<br>In the capacity of:                     |                                                                                                                     | e of person whose name and capacit<br>acity of person signing the Bid Secur                          |                              |  |  |
| Name:                                              | (insert complet                                                                                                     | name of person signing the Bid Seco                                                                  | uring Declaration)           |  |  |
| Duly authorized to sign                            | n the bid for an on                                                                                                 | behalf of (insert complete name of B                                                                 | idder)                       |  |  |
| Dated on                                           | day of                                                                                                              | (insert date of signing                                                                              | 3)                           |  |  |
| Corporate Seal (where                              | appropriate)                                                                                                        |                                                                                                      |                              |  |  |
| (Note: In case of a Join Joint Venture that subr   |                                                                                                                     | Securing Declaration must be in the                                                                  | name of all partners to the  |  |  |

# DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION (To be submitted on Bidder's letter Head)

| I hereby certify that the above firm name       | ely is neither blacklisted by any                                |
|-------------------------------------------------|------------------------------------------------------------------|
| Central/State Government/Public Undertaki       | ng/Institute nor any criminal case registered / pending          |
| against the firm or its owner / partners anywl  | nere in India. I also certify that the above information is true |
| and correct in any respect and in any case at   | a later date it is found that any details provided above are     |
| incorrect, any contract given to the above firm | n may be summarily terminated and the firm blacklisted.          |
|                                                 |                                                                  |
|                                                 |                                                                  |
|                                                 |                                                                  |
| Date:                                           | Authorized Signatory Name:                                       |
| Place:                                          | Designation:                                                     |
|                                                 | Contact No.:                                                     |