



राष्ट्रीय डिज़ाइन संस्थान
National Institute of Design
मध्यप्रदेश Madhya Pradesh

Notice Inviting E-Tender

**For providing vehicle services to
National Institute of Design, Madhya Pradesh**

Tender Enquiry No. NIDMP/ Admn/ 05/ 2020

National Institute of Design, Madhya Pradesh

**(An Autonomous Institute under the DPIIT) Ministry of Commerce & Industry,
Government of India**

**Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038 Website
www.nidmp.ac.in**

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CHAPTER-1. NOTICE INVITING TENDER

Subject: Notice Inviting E-Tender for providing vehicle services to National Institute of Design, Madhya Pradesh

1. On behalf of Director, National Institute of Design, Madhya Pradesh (NID MP) online proposals (technical and Financial bids) are invited from experienced registered Contractors/ Firms for providing vehicle services at National Institute of Design, Madhya Pradesh initially for a period of two year and extendable by one more year subject to satisfactory performance at NID MP, Bhopal, as given in schedule of requirement of this tender.

Schedule of Tender

Tender enquiry Number	NIDMP/ Admn/ 05/ 2020	
Date/ time of release of tender through e-procurement solution	24-11-2020	4.59 PM
Last Date/ time of submission of queries/ observations, if any for clarification through e-mail to cao@nidmp.ac.in	01-12-2020	10.00 AM
Date/ time of pre-bid meeting at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038	02-12-2020	3.00 PM
Start date/ time of submission of online bid	25-11-2020	5.00 PM
Last date/ time of downloading bid document	15-12-2020	4.00 PM
Last date/ time of submission of online bid	15-12-2020	4.00 PM
Date/ time of opening of Technical bid	16-12-2020	4.30 PM
Date/ time of opening of Financial bid	Will be notified later	

2. Detailed Technical Specifications, Terms and Conditions, Scope of Work, various format and Performa for submitting the proposal are described in this tender document and its Annexures. All further notifications/ amendments, if any shall be posted on www.eprocure.gov.in only. No separate communication shall be made with Bidders.

3. If the date of submitting/opening of the Bid is declared as holiday, then the bids shall be opened on next working day. For any query, please contact on email cao@nidmp.ac.in or Phone No. 0755-6721007.

Sd/-
Registrar

SECTION - 1

NOTICE INVITING TENDER

4. E-tenders are invited to be uploaded on www.eprocure.gov.in in two parts: (i) Technical Bid and (ii) Financial Bid for providing vehicle services to the National Institute of Design, Madhya Pradesh, from eligible Bidders having experience of similar work and fulfilling other requirements as per eligibility criterion stipulated in the tender document. The Bidder shall be responsible to provide vehicle services to Bhopal campus of NID MP.

5. Bidders are advised to study the tender document carefully before submitting the bid form. It will be presumed that the Bidder has considered and accepted all the terms and conditions of this tender. No enquiry, whatsoever verbal or written, shall be entertained in respect of acceptance/ rejection of the tender. Bids must be unconditional.

6. Eligibility Criterion:

(i) The Bidder must have at least three contracts successfully completed/ running contracts for providing vehicle services during last five year (up to October 2020) to IITs /IIMs /CFTIs /NID/ Central/ State Govt. Departments/ Autonomous Bodies/ Public Sector Undertakings (any of these) having value of equal or more than 10.00 lakh per year.

(ii) The Bidder should have valid license and registered under State Govt. Authority as Travel/Taxi operator.

(iii) The Bidder should have valid Permanent Account Number (PAN), GST Registration Number, Registration No. of the Agency/ Firm/Company under the relevant Act.

(iv) The Bidder should have 5 years of experience in the field of vehicle hiring business.

(v) The Bidder should have an average annual turnover of Rs 15.00 lakhs in the last three years.

(vi) The bidder should own minimum of 3 vehicles of model, as required by the Institute, not older than October 2017 registered as commercial vehicles in their names or Firm/Company/ Agency's name for use as commercial vehicles and have RTO permit for all over Madhya Pradesh. The proof of ownership should be produced

along with the Technical bid documents.

7. Producing Originals Documents for Verification: All above concerned original documents should be produced for verification at any stage of tender process or as and when sought for, failing which the bids are liable for disqualification.

8. Bid Document:

(i) The process and procedures of bidding, the documents to be uploaded and the various terms and conditions of this tender are provided in the Bid Document. The Bid Documents include all documents which have been mentioned at the Index of this tender.

(ii) The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all the information asked for in this document are not furnished along with the tender or if the tender is not responsive with the Bid Document.

9. Submission of Bid:

(i) Both Technical and Financial Bid are to be uploaded concurrently duly digitally signed on the Government's Public Procurement Portal 'www.eprocure.gov.in'.

(ii) The online bids (complete in all respect) must be uploaded online in two documents; (Technical bid and Financial bid) on the prescribed tender format in PDF form.

(iii) The Bidders shall have a valid digital signature certificate for participation in the online tender process. The cost of digital signatures, if any, will be borne by respective Bidders.

(iv) All other documents as per requirement of Technical Bid shall be uploaded online through portal website 'www.eprocure.gov.in'. The Bidder shall bear all costs associated with the preparation of his/ her/ its tender document including cost of any clarifications, required by NID MP.

(v) When deemed necessary, NID MP may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. NID MP may, if so required, ask the Bidder to give presentation for the purpose of clarification on the tender. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Bidder.

(vi) NID MP will examine the tenders to determine whether they are complete,

whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

(vii) A tender determined as not substantially responsive will be rejected by NID MP and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.

(viii) NID MP may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. The decision of NID MP in this regard will however be final and binding.

(ix) Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Security Deposit, will be forfeited by the Institute. Besides this, the Bidder will also liable to be debarred/ blacklisted from participating in the tendering process of NID MP in future or fined.

(x) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by NID MP.

(xi) Tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.

(xii) Any modification/ corrigendum issued with regard to this tender document shall be uploaded on 'www.eprocure.gov.in' website only. Bidders are, therefore, requested to visit the website regularly till the last stipulated date of submission of the tender for ascertaining any modification/ corrigendum issued in this regard.

(xiii) No changes will be made in the tender document by the Bidders except filling-up details mentioned in the formats meant for Technical, its Annexures and Financial Bid, its Annexures. 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.

10. **Amendment of Bid Documents:** At any time, prior to the last date of submission of Bids, NID MP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

11. **Estimated cost of work:** Total estimated cost of the Tender is Rs. 11,00,000/-

(Rupees eleven lakhs only) per annum excluding statutory taxes viz GST etc.

12. Earnest Money Deposit (EMD):

(i) EMD of Rs. 30,000/- (Rupees thirty thousand only) is a must and should be submitted in the form of DD/ Banker's cheque/ Pay Order from any schedule bank drawn in favour of "National Institute of Design" payable at Bhopal. EMD in any other form will not be accepted as valid EMD. In respect of the successful bidder, this EMD will be returned on receipt of Security Deposit. EMD submitted by other bidders will be returned after finalization of the contract. Tenders received without valid EMD stand automatically rejected.

(ii) Only Bidders registered under 'Micro & Small Enterprises Act' (MSE) are exempted from submission of EMD. Exempted bidders should upload a valid certificate issued by any approved body of 'Ministry of Micro, Small & Medium Enterprises' (MSME) such as 'National Small Industries Corporation' (NSIC) or 'District Industries Centre' (DIC) for EMD exemption.

13. The EMD Will Be Forfeited:

(iii) If a Bidder withdraws its bid during the period of bid validity; or

(iv) If the Bidder fails to accept NID MP's corrections of arithmetic errors in the Bidder's bid (if any); or

(v) If the Contractor fails to sign the contract agreement with NID MP; or

(vi) If the Contractor fails to furnish the Security Deposit within the stipulated time.

14. Bid Prices: The Bidder shall give the pricing for individual modules and as total composite price inclusive of all levies & taxes i.e. GST, packing, forwarding, freight and insurance etc.

15. Bid Validity: The bids shall remain valid for a period of 90 days from the last date of submission.

16. Only One Bid Per Party: Each Bidder is permitted to submit ONLY ONE BID irrespective of whether he/ she/ it is the sole Bidder, or the Leader or Member of a duly formed JV or Consortium. In case it is found that any party has uploaded more than one bid for the subject work(s) in any of the above capacities, all bids so uploaded shall be summarily rejected and NID MP shall not entertain any further request/ correspondence in this matter.

17. **Submission of Bids:** Both Technical and Financial Bid are to be submitted concurrently duly digitally signed on the Government's Public Procurement Portal 'www.eprocure.gov.in'. **Please note that EMD (DD/ Banker's cheque/ Pay Order) in a sealed envelope must be submitted at NID MP's address mentioned in this document on or before last date of submission of tender.**

18. **Visit of the Campus:** Bidders are advised to visit the NID MP campus premises and ascertain the nature and quantum of work before tendering.

19. **Opening of Financial of the Bid:** After Evaluation of Technical Bid, Financial Bid of only those Bidders, who satisfy all the eligibility criteria laid down in Technical Evaluation Sheet, will be opened. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise.

20. Evaluation of tender:

(vii) The technical bid of the bidder shall be evaluated strictly as per the given criteria in Technical Evaluation Sheet. Marks shall be given for each criteria qualify with minimum requirement. Proforma has been prescribed (part of this NIT) and all the Bidders have to obtain Certificates from the Clients, separately for each of the contract. If no Certificate is produced, no marks will be assigned for technical Assessment.

(viii) The financial bid shall be opened for only those bidders who will secure minimum 60% of overall marks during evaluation of technical bids as per Technical Evaluation Sheet.

(ix) Final evaluation will be based on financial bid quoted by the bidders. The financial bid, of the bidders who will secure at least 60% marks in technical assessment, shall be opened. The Bidder who quotes the lowest rates will be awarded with the contract. The bids that are not compliant with above provisions shall stand automatically disqualified.

(x) In case two or more bidders quote equal offer, work will be awarded to the bidder who has secured highest marks in technical evaluation.

(xi) Quoting rates for all items/ services in the Financial Bid is mandatory, otherwise the bid will be rejected.

21. In case the tender opening date happens to be declared as a closed holiday, the next date and timings will be notified through our website. However, the receiving date will remain same as the Bidders are required to submit their tenders on e-portal and send by post/ drop their EMD in a sealed envelope in a box kept in Admin Branch.

22. **Performance Security:** Performance Security of 3% of the total contract value for 02 (two) years or extended period will be deposited by the successful bidder within 15 days of award of contract. The Performance Security may be furnished in the form of DD/ Banker's cheque/ FDR /Bank Guarantee any schedule bank drawn in favour of **“National Institute of Design” payable at Bhopal**. The performance security must be valid till the end of three months from the completion of contractual obligation i.e. contract period plus three months.

23. The Director, NID MP reserves the right to:

- (i) Modify and/ or relax, any terms & conditions of this tender document before last date of submission of tenders to safeguard the Institute's interest.
- (ii) Cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.
- (iii) Reject any or all the tenders without assigning any reason whatsoever;
- (iv) Not bind himself/ herself to accept the lowest or any tender; and
- (v) Accept the whole or any part of the tender and the Bidder shall be bound to perform the same at the rates quoted.
- (vi) Award the work to more than one Bidder.
- (vii) Disqualify the Bidder canvassing in connection with tender.
- (viii) Blacklist a Bidder for a suitable period in case the Bidder fails to honour his/ her/ its bid after award of work without sufficient grounds.
- (ix) Alter the quantities specified in the bid in the event of changes in requirement. No Bidder will be allowed to change the Financial bid if NID MP decides to increase/ decrease the requirement.

24. The tender document is valid for a period of six months from the date of issue. If purchase order is not issued within this period, the process will have to start afresh.

25. Failure to comply with these conditions renders the tender/ bid automatically disqualified.

SECTION – 2

SCOPE OF WORK

1. **Name of Work:** Providing vehicle services to the National Institute of Design, Madhya Pradesh.

2. **Scope of Work:**

(i) Provision of registered Commercial vehicles with licensed drivers, on monthly Hiring basis and Vehicles (Taxi/Buses) on call basis running in state of Madhya Pradesh. However, if for official purposes the vehicles are required to go to other parts of the country, arrangements will be made by the Contractor. In such cases, tax levied by other states for such journey will be reimbursed on production of receipts.

(ii) Whenever additional number of vehicles are required, the Contractor will have to arrange it on the basis of rates, statutory charges etc. as quoted by him/ her in the tender.

(iii) In the beginning, One (01) white Toyota Innova Crysta and One (01) white Sedan car (Tata Indigo or Maruti Dzire) will be required on monthly basis. However, this number may be increased or decreased any time as per requirements of the Institute.

SECTION – 3

GENERAL CONDITIONS OF THE CONTRACT

1. Interpretation: In construing the contract documents, Notice Inviting Tender, Articles of Agreement, Scope of Work, General Conditions of Contract, Special Conditions of Contract and Financial Bid, the words given below shall have the meaning herein assigned to these except where the subject or context otherwise requires. This contract shall comprise all that is contained in the agreement and including those to which reference is made herein:

(i) **Employer:** shall mean National Institute of Design, Madhya Pradesh through its Director or any officer authorized by the Director for the purpose and shall include its successors and assignees.

(ii) **Work or Works:** shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the Contractor may be entrusted with for carrying out under this contract.

(iii) **Officer-In-Charge:** shall mean the Officer designated by the Employer to superintend and perform other duties as indicated in the contract.

(iv) **Contractor:** shall mean the Individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company or heirs, executors, administrators and the permitted assignees of such Individual or Firm or Company.

(v) **Site:** shall mean the site of the contract work including any buildings and installations thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Officer-in-Charge for the Contractor's use.

(vi) **Compensation:** shall mean all sums payable by way of compensation under any of the conditions and shall be considered as reasonable compensation without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. Words imputing persons include Firms and Corporations, words imputing the singular only also include the plural and vice-versa where the context so requires. The headings are given to the clauses for convenience and will not limit the meaning or scope of the clauses in any way.

(vii) **Vehicle:** "Vehicle" means registered commercial vehicles.

(viii) **Driver:** “Driver” means a person in possession of requisite license to drive commercial vehicles.

2. **Sufficiency of Tender:** The Bidder shall be deemed to have satisfied himself/herself before tendering as to the correctness and sufficiency of the tender for the work and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provided cover all obligations under the contract and all matters and things necessary for the proper execution of the work.

3. **Opening of Financial Bids:** Financial bids of only those Bidders will be opened who are found meeting all the requirements as per the Technical Bid and get the minimum marks in the technical evaluation sheet.

4. **Rates in Figures and Words:** The Bidder shall quote rates both in figures and words and shall work out the amount for each item of work. On checking, if it is found that there is difference between the rates quoted in figures and in words or in the amount worked out, the rate written in words should be considered as correct.

5. **Refund of Earnest Money:** The earnest money of the unsuccessful Bidders will be refunded after award of the contract.

6. **Assignment or Sub Letting:** The contract shall not be assigned or sublet without the written permission of the Employer.

7. **Audit and Technical Examination:** The Employer shall have the right to cause audit and examination of the work and the final bill including all supporting vouchers, abstract etc.

8. The Bidder shall specifically declare whether he is related to any official of NID MP. The Firm will immediately inform NID MP in the following cases:

- (i) If the Firm employs any relative of an NID MP employee.
- (ii) In cases of any potential conflict of interest with the Institute.

9. **Other Conditions:**

- (i) The tenders should be unconditional. Any tender with conditions will be summarily rejected.
- (ii) The Firm/ Company/ Agency submitting the tender would be presumed to have read, understood and accepted all the terms & conditions of this tender.

- (iii) Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.
- (iv) TDS/ Income tax etc. are to be deducted at source from the monthly claim/ bill of the Contractor, as admissible under the rules.
- (v) The Bidder should submit the proof of having its registered/branch office in Bhopal with telephone facility for the smooth functioning of the contract.
- (vi) The above contract shall be subject to the jurisdiction of Courts at Madhya Pradesh/ Bhopal.
- (vii) All letters posted/Email sent to Contractor, at the address given by him/ her, will be considered to have been delivered in time.
- (viii) If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated at one months' notice and Security deposit forfeited. The Contractor will have no claims whatsoever on the NID MP.
- (ix) The Contractor will have to serve a notice of three months, if he/ she/ it wishes to terminate the contract.

SECTION – 4

SPECIAL CONDITIONS OF CONTRACT

1. General Instructions:

(i) The contract will be for a period of two years initially with a trial period of 3 (three) months. If the services during the trial period are found satisfactory, the contract will be continued for the remaining period of 21 (twenty one) months.

(ii) In case the services during the trial period are not satisfactory, the contract will be terminated by giving one-month notice. The NID MP 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 Contractor's performance. However, it shall be with consent/ written request by the Contractor in this regard.

(iii) The rates will be fixed for the first two years. In case the contract is extended by mutual consent in the third year, the rates may be increased/decreased in proportion of fluctuation in rates of petrol/diesel. A proportionate increase/decrease will be allowed in the monthly charges by taking average mileage of 15 kms/liter for taxi and 5 kms/liter for bus services subject to the maximum 10% increase in offered rates.

(iv) Normal Duty Hours: From 6.30 am to 6.30 pm (for 12 Hours) per day on all days of month except on Gazetted Holidays notified by the Govt. However, the vehicle may be required for longer hours for which payment will be made as per contract conditions. However, the Institute reserves the right to change the timings of the vehicle as per requirement.

(v) Reporting place: Any place within the territorial jurisdiction of Bhopal. The user of the vehicle shall specify actual place of reporting.

(vi) The Firm has to ensure that the driver being provided has a valid driving license in his name with not less than two (02) years of driving experience, should be at least a matriculate and in the age group of 25 to 50 years and also assume full responsibility for the safety and security of the riders. The drivers should be in uniform/well-mannered and courteous and should always carry original RC/TC book and license along with valid insurance, pollution under control certificate, fitness certificate of the vehicle and any other certificate or document as required under law and a mobile phone with incoming and outgoing facility with them while being on duty.

(vii) The essential spares are to be stored in the vehicle for trouble free driving. The Institute shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under relevant section of IPC and any loss caused to the Institute will have to be suitably compensated by the Contractor. The agency shall submit valid Police Verification Report (PVR) for all drivers engaged and deployed at the Institute.

(viii) Notice period: For regular requirements, one day in advance. Telephonic /Verbal intimation shall be considered as notice in urgent cases. However, as far as possible, the vehicles will be requisitioned through official E-mails.

(ix) Calculation of distance: Log book of the vehicles shall be maintained on distance From NID MP to NID MP. The drivers should close the daily logbook with the authorization of designated official of NID MP.

(x) Accuracy of the meters: The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly. After each journey the driver should fill the details in the logbook and get it authenticate with the user official.

(xi) Central Contact Number: The bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time.

(xii) Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the contractor.

(xiii) Parking and toll charges, if any, may be claimed by producing the parking/toll slips.

(xiv) The vehicles and drivers once offered will not be ordinarily changed and in any case not without prior written permission/consent of the Institute authority. In case the Cars or drivers are changed without prior consent/ intimation to/ of the Institute, 25% of the charges payable for the day would be deducted on each occasion. Any changes in the vehicle/driver should be informed at least three days before the day of such changes.

(xv) No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.

(xvi) Buses will be required for transporting students for educational purposes within Bhopal district and also other parts of the state/ country, as and when required.

(xvii) The Contractor will be fully responsible for remuneration to driver(s), fuel, spares, maintenance, RTO formalities, insurance etc. The cost of lubricants, repairs, maintenance, taxes, insurance, etc. will be the Contractor's liability.

(xviii) The Contractor shall be registered in the Regional Transport Office (RTO) for the transport services. The vehicles should have commercial permits. Personal vehicles will not be used.

(xix) The driver and conductor so appointed by the Contractor should possess necessary qualification and licenses as per transport rules in force. They will always be in uniform, while on duty. The Contractor shall provide 2 sets of proper uniform (including one pair of shoes) to each driver annually and they must report in uniform only. Other necessary certificates like Road Tax clearance, pollution certificate etc. should be in possession of the Driver.

(xx) The Contractor shall get the Police verification of all his staff carried out before deploying at NID MP.

(xxi) The drivers engaged by the Contractor will not smoke, chew tobacco products, gutkas or consume liquor /alcoholic drinks.

(xxii) The driver, conductor engaged by the Contractor should always carry a mobile phone, which has to be provided by the Contractor.

(xxiii) The drivers engaged by the Contractor must be well informed about the routes, roads and important localities/ landmarks of the Bhopal city. Contractor should try to maintain continuity of the Driver on any particular vehicle, as far as possible.

(xxiv) The driver should be well trained/well behaved and in a proper neat and clean uniform. Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties as a part of this Contract.

(xxv) The vehicles on duty shall have to be kept in clean condition. The seats should be comfortable and always covered with neat & good quality seat covers. If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of the vehicle so rejected.

(xxvi) Contractor should fulfill all norms fixed by the MP Road Transport Authority for running the vehicles.

(xxvii) The vehicle should be insured fully including third party insurance. Insurance of all the Drivers/ Helpers and the Vehicles will be responsibility of Contractor.

(xxviii) The vehicles and Buses must be in excellent working condition and not older than model of October 2017.

(xxix) TDS, as per prevalent laws shall be deducted at source while making payment of Contractor's bills.

(xxx) The Contractor shall have no right to claim additional reimbursement in case of hike in petrol / diesel rate.

(xxxi) In case of any accident resulting in loss or damage to property or life, the responsibility for any legal or financial implication would vest with the Contractor solely, NID shall have no liability whatsoever.

(xxxii) In case of failure of vehicle or non availability of the vehicles for any reason during any day, the Contractor will have to arrange for a substitute vehicle. In case a substitute vehicle is not provided, NID will be at liberty to hire vehicle from open market and the rental charges for the same, if paid by the NID will be deducted /adjusted from the monthly bill.

(xxxiii) The Institute shall be at liberty to object to and require the Contractor to remove forthwith any person employed by the Contractor if, in the opinion of Institute's official, such person is disobedient/insubordinate or misconducts himself, is incompetent or negligent in the proper discharge of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by Contractor without the written permission of Institute authorities. Any person so removed shall be replaced by a competent substitute. The decision of Competent Authority shall be final and shall not be questioned on any grounds whatsoever.

(xxxiv) On submission of Tender, it shall be presumed that the Contractor agree with each and every condition of the Tender/Agreement and in no manner, any waiver shall be presumed, unless, otherwise conveyed by the Institute in writing.

(xxxv) Tenderer/Contractor is not limited to the extent of terms and conditions stipulated under this Agreement but shall extend to all other instructions issued by the Institute from time to time, which shall be considered as terms and conditions of this Agreement and its violation shall bear same consequences, as shall result in violation of terms and conditions enumerated herein.

(xxxvi) The Contractor shall comply with all existing labour legislations and Acts, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Contractor in respect of non-compliance of any Labour Legislation etc, in

force during the validity of the contract, the Contractor would be fully responsible and would indemnify the NID, in case the NID is held liable for the lapse on part of the Contractor.

(xxxvii) The Contractor is/ will be responsible for compliance of all the laws/ rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees / workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.

(xxxviii) All the drivers and conductors engaged by the Contractor for Carrying out tasks under this contract, shall be deemed to be the employees of the Contractor only and he shall be the Principal employer. The Contractor shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc., including compliance of labour laws.

(xxxix) The Contractor will also be liable to pay all fines, penalties and other similar charges arising out of or concerning misuse of the vehicle or violation of any regulations during the hire period. The Contractor accordingly indemnifies the NID against all such liability.

(xl) The Contractor will be liable for any legal dispute/ cases/ claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Contractor. NID MP will not be liable for any loss, damages, etc. suffered/ to be suffered by Contractor or third party as the case may be.

(xli) The Contractor shall not at any time engage any minor to carry out any work under the contract.

(xlii) The Contractor shall undertake that any act of omission or commission including theft, by his staff will be his/ her sole responsibility and further that he/ she would compensate the NID MP immediately, any loss or damage or theft occurring on account of his staff individually or collectively. The Contractor shall also ensure to depute only such drivers on duty at NID MP who are diligent in work and behave politely and courteously.

(xliii) The Contractor shall deposit with the NID MP, a copy of registration certificate, insurance policy etc. of the vehicle made in use by the Contractor for the purpose of this Contract. Further, a complete list of the drivers, cleaners and other workmen together with detailed bio-data, copy of license, contact number and other residential proof should be submitted to the NID MP by the Contractor before they are deployed. Changes should be informed to the NID MP at least three days before they take place.

(xlv) The Contractor should deploy energetic and trained personnel. In case Driver of any vehicle is not punctual/ not properly dressed up/exhibits poor discipline or conduct/ doesn't maintain the vehicle well/ makes false entries in the car diary or log book etc., the matter shall be brought to the notice of the Contractor. Such Driver shall be replaced within 48 working hours without any protest or demur.

(xlv) A vehicle once contracted for duty with NID MP shall not be used for private/ personal use of the Contractor etc and not be replaced without the permission of the designated official of the Institute.

(xlvii) The Contractor shall get entries of the kilometer of each vehicle at the security gate, in the prescribed register, each time it leaves the NID MP for duty and at the time of arrival from the outside.

(xlvii) The vehicles may be parked on the campus or at the place/ places within the radius of 10 km from the places of pick-ups, in Bhopal during nights at a pre-approved address. The keys will remain with the Contractor/ drivers.

(xlviii) Vehicles shall also be made available National Holidays, if required by NID MP. Information regarding requirement of vehicle will be given to the Contractor by NID MP at least 24 hours in advance.

(xlix) The vehicles will report at the given specific time at the given specific place for use of the Institute as per instructions given by the designated officials.

(i) The Contractor and his staff must abide by various rules and regulations of NID MP including safety precautions, as prevalent from time to time.

(ii) The Contractor and his staff shall comply with all instructions and directions of the NID MP authorities given from time to time. In the event of any emergent situation, the staff of the Contractor shall comply with instructions given by the NID MP authorities, without waiting for confirmation by the Contractor.

(iii) Non compliance of any terms and conditions enumerated in the contract shall be treated as breach of Contract.

(iii) NID MP reserves the right to terminate the contract at one month's notice at any time before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of NID MP rules & regulations, or if there is any lapse in compliance of any Labour Legislation, or if there is any incident of gross indiscipline on the part of the Contractor or his staff. The decision of NID MP's Management in this regard would be final and binding on the Contractor. In such an event, NID MP shall have the right to engage any other Agency to carry out the travel

assignments.

2. Payment Conditions:

(i) The Institute MP will pay to the Contractor, the vehicle charges every month as per actual transport services rendered, normally within 30 days on raising pre-receipted bill in duplicate, supported by log books, GST Challan, usage statement, etc. duly certified by the NID MP Designated Officer.

(ii) The Contractor shall pay his/ her drivers wages not less than the minimum wages fixed by the Govt. for the state of Madhya Pradesh and all other statutory dues like EPF, ESI, bonus etc. throughout the tenure of contract.

(iii) The GST no. & Pan number must be printed on the bills of the firm. Also the GST number of the Institute shall be mentioned on the body of bill. The GST received from the institute shall be deposited to Govt. A/c immediately and filing of GST return with GST number of Institute as service receiver will be mandatory.

(iv) TDS of Income Tax/GST and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor as per Govt. rules.

3. Arbitration: In the event of any question, dispute/ differences arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred for the sole Arbitration to the Director, NID MP or his nominee. The award of the Arbitrator shall be final and binding on the parties. The venue of the arbitration shall be Bhopal.

4. Penalties/ Liabilities:

(i) The Contractor shall be responsible for the faithful compliance of the conditions of contract. Any breach or failure to perform may result in termination of the contract and the forfeiture of the security deposit.

(ii) If the Contractor violates any of the terms and conditions of the tender/ work order or commits any fault or the services are not to the entire satisfaction of the Institute, a penalty of a Minimum 5% (maximum up to 10%) of the total amount of bill for a particular month shall be imposed.

5. Force Majeure: In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by NID, the Bidder shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for

performance affected by the Event of Force Majeure.

6. **Jurisdiction:** In the event of any dispute not resolved amicably or by arbitration, only courts in Bhopal alone shall have jurisdiction in the matter.

SECTION – 5

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE ON,day of,
2020 between National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi,
Post Arwaliya, Bhopal (MP) – 462038 (hereinafter referred to as the Employer, which
expression shall include its successors and assignees and authorized officers of the
Institute) of the one part
and.....
address.....,
(hereinafter referred to as Contractor which expression shall include his heirs,
executors, administrators and permitted assignees) of the other part.

WHEREAS the Employer is desirous of getting the work of providing vehicle services to
National Institute of Design, Madhya Pradesh and has caused general conditions,
special conditions and schedule of quantities describing the work prepared.

AND WHEREAS the said general conditions, special conditions and the schedule of
quantities and other documents have been signed by on behalf of the parties.
NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

1. The Contractor shall upon and subject to the conditions hereinafter
contained execute and complete the work at the rates specified in the attached
schedule of quantities and with such manpower & materials as are provided for and in
accordance in all respects with the conditions, specifications and instructions in writing.
2. The Employer shall pay to the Contractor such sums as shall become
payable at the time and in the manner specified in the said conditions.
3. This agreement contains the following documents in addition to articles of
agreement.
 - (i) Original tender documents and corrigendum/addendum (if any).
 - (ii) Other correspondence leading to the acceptance of tender.
 - (iii) Letter of acceptance of tender.
4. Upon breach by the Contractor of any of the conditions of the agreement,
the Employer may issue a notice in writing, determine and put an end to this agreement
without prejudice to the right of the NID MP to claim damages for antecedent breaches

thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Employer, which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the NID MP.

5. Upon the determination of this agreement whether by effluxion of time or otherwise, the security deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

6. The Employer may give notices in connection with the Contract. In consideration of the payments to be made by the NID MP, the Contractor hereby covenants with the NID MP to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

7. If subject to circumstances beyond control (Force Majeure) the Contractor fails to deliver the services in accordance with the conditions mentioned in the tender, the Employer shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the Contract in respect of the consignment not yet due for delivery, or to cancel the Contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the Employer, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
National Institute of Design, Madhya Pradesh
.....

Authorised Signatory
For and on behalf of
M/s
Authorised Signatory

Witness1

Witness 2

Witness 1

Witness 2

SECTION – 6 TECHNICAL BID PROFORMA

Sl. No.	Documentary Proof (Self attested)	Details	At Page No.
(i)	1- Name of the Bidder 2- Type of Bidder (Proprietary Firm / Company / LLP / Partnership Firm) 3- Complete Address 4- Telephone number 5- Official Email id of the Bidder 6- Mobile number of the owner		
(ii)	Valid license/ registration under State Govt. Authority as Travel/Taxi operator.	[Upload the document & refer here]	
(iii)	Permanent Account Number (PAN) No.	[Upload the document & refer here]	
(iv)	GST no.,	[Upload the document & refer here]	
(v)	Details of three contracts successfully completed/ running during last five year (up to October 2020) in Govt. Departments/ Autonomous Bodies/ Public Sector Undertakings having value of Rs. 10.00 lakh per year (work satisfactory certificates to be uploaded)	[Upload the document & refer here]	
(vi)	Details of Earnest Money Deposit	[Upload the document & refer here]	
(vii)	Document showing annual turnover of Rs 15.00 lakhs in the last three years (2017-18, 2018-19, 2019-20) {copy of ITR or audited balance sheet may be submitted}	[Upload the document & refer here]	
(viii)	Document showing ownership of minimum 3 vehicles, not older than October 2017 registered as commercial vehicles in their names or Firm / Company / Agency's name for use as commercial vehicles & have RTO permit for all over Madhya Pradesh.	[Upload the document & refer here]	

(ix)	Undertaking by contractor as per Annexure II	[Upload the document & refer here]	
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ANNEXURE I

TECHNICAL EVALUATION SHEET

(To be filled by the Bidder and Uploaded and submitted with Technical Bid) Name of the Firm:

.....

The Firm is required to submit the following documents for assessment by Tender Evaluation Committee of NID MP.

SL. No.	Description	Criteria for Marks	Minimum marks for Qualifying in Technical Criteria	Maximum Marks
1.	Valid license and registration under State Govt. Authority as Travel/Taxi operator.	5 marks for valid license & Registration	5	5
2.	Minimum three contracts for providing vehicle services having value of Rs. 10.00 lakh per year each to Central/ State Govt. Departments, Autonomous Bodies, Public Sector Undertakings (any of these) during the last five years.	15 mark minimum three contracts and thereafter 5 marks for each additional contract in last five year subject to maximum of 30 marks	15	30
4.	Average turnover of Rs 15.00 Lakh during the preceding three years.	5 mark for minimum turnover and thereafter 2 marks for every additional turnover of 15 lakh each subject to maximum of 15 marks	5	15
5.	Service provider having Branch office in Bhopal.	10 Marks	--	10
6.	Ownership of minimum 3 vehicles (Toyota Innova Crysta/Tata Indigo and Maruti Dzire) of model not older than October 2017 registered as commercial vehicles in their	15 marks for 3 vehicles as per requirement and thereafter 5 marks for each additional vehicle subject to maximum of 40 marks	15	40

	names or Firm / Company / Agency's name for use as commercial vehicles and have RTO permit for all over Madhya Pradesh.			
	Total		100	

Important: The financial bid for only those bidders shall be opened who will secure at least 50 marks in technical evaluation, with securing at least minimum marks in each category from 1 to 7, as per above given table.

Note:

- (i) For item No. 1 to 6, documentary evidence submitted by the Bidder with the Technical bid shall be taken into account.
- (ii) The Tender Evaluation Committee may visit/ enquire the site and offices where the services being offered currently. Based on visit/ enquiry, performance of the Bidder may be assessed.

UNDERTAKING BY CONTRACTOR

(Attested by Notary on a stamp paper of Rs. 100) I/We hereby certify that:

1. I/we have made the site visit in order to evaluate the level of services to be rendered and quoted accordingly.
2. I/We have specified the number of vehicles and persons to be engaged daily to execute all the works at NID MP.
3. I/We have read all the terms & conditions of the tender documents and by applying this tender, I/we hereby agree to all the conditions of the tender document/agreement.
4. I/We agree to pay minimum wages, EPF, ESI, bonus, and other statutory payments on or before 7th day of every month to the deployed drivers/cleaner. I/ We further undertake to abide by all the provisions of law, enactments, notifications and circulars issued by the competent authorities.
5. I/ We shall keep the Institute fully indemnified and continue to keep the Institute indemnified for all the consequences arising out of our non-compliance of the provisions of law.
6. I/ We shall protect the interest of the Institute in respect of this contract agreement as well as against the action of any of our employees.
7. It is certified that the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be, has never been black listed by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India/ State Government and no criminal case is pending against the said Firm/ Agency/ Company as on the last date of filing of this tender.
8. There is no police case/vigilance enquiry pending against the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be, and that he/ she/ it has never been punished by any Hon'ble Court.
9. There are 'no dues' pending for payment towards income tax as on the date of the affidavit against the Partners of the Firm or sole proprietor or Firm/ Agency/ Company as the case may be.

Bidder's Signature and seal

Date:

SECTION – 7 FINANCIAL BID FORMAT

1. The rates (in Rs. Exclusive of GST) quoted on monthly/daily basis for a period of two years are as follows:

Sl. No.	Details	Small Car/ Hatchback (Indica/ Alto/ I-10/ Wagon R etc.) (Rs.)
i.	Amount for per month for 3000 Kilometer along with Driver (for 12 Hours in a day)	
ii.	Extra per hour charges for local & Outstation	
iii.	Extra per kilometer charges for local & Outstation	

Sl. No.	Details	Sedan Car (Indigo/ Dzire etc.) (Rs.)
i.	Amount for per month for 3000 Kilometer along with Driver (for 12 Hours in a day)	
ii.	Extra per hour charges for local & Outstation	
iii.	Extra per kilometer charges for local & Outstation	

Sl. No.	Details	Multi Purpose Vehicle (Toyota Innova Crysta) (Rs.)
i.	Amount for per month for 3000 Kilometer along with Driver (for 12 Hours in a day)	
ii.	Extra per hour charges for local & Outstation	
iii.	Extra per kilometer charges for local & Outstation	

Vehicles on call basis:

(Amount in Rs.)

Sl. No.	Type of Vehicle	4 hrs./ 40 km (Rs.)	8 hrs./ 80 km (Rs.)	Local & Outstation for km/ 24 hrs (Rs.)
1	Small Car/ Hatchback (Indica/ Alto/ I-10/ WagonR etc.)			
2	Sedan Car (Indigo/ Dzire etc.) (Rs.)			
3	Tempo Traveller (16 Seater)			
4	Bus 32 seater (Rs.)			
6	Bus 60 seater or			

above (Rs.)			
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Night halt charges: Rs..... per day

EVALUATION FORMULA :

The following evaluation formula shall be used to determine the lowest bid:

Sl. No.	Type of Vehicle	% of Weightage	Rate (Rs.)	Amount (Rs.)
2	Rates of Small Car/ Hatchback (Indica/ Alto/ I-10/ Wagon 3000 Kilometer	25%		
3	Rates of Sedan Car (Indigo/ Dzire etc.) for 3000 Kilometer	25%		
4	Rates of Multi Purpose Vehicle (Toyota Innova Crysta) for 3000 Kilometer	30%		
5	Extra Per hour charges for 100 hours each vehicle (of Small Car + Sedan Car + Multi Purpose Vehicle)	10%		
6	Extra per kilometer charges for 100 km each vehicle (of Small Car + Sedan Car + Multi Purpose Vehicle)	10%		
Total Evaluated Cost (C1) =				

Category II-For Vehicle on Call Basis (Weightage of this section will be 20%):

Sl. No.	Type of Vehicle	% of Weightage	Rate (Rs.)	Amount (Rs.)
1	Rates of Small Car/ Hatchback (8 hrs./ 80 km for 10 days)	20%		
2	Rates of Sedan Car (8 hrs./ 80 km for 10 days)	20%		
3	Rates of Tempo Traveller (16 Seater) (8 hrs./ 80 km for 10 days)	15%		
4	Rates of Bus 32 seater (8 hrs./ 80 km for 10 days)	15%		
6	Rates of Bus 60 seater or above (8 hrs./ 80 km for 10	15%		

	days)			
	Night halt charges for 10 days	15%		
	Total Evaluated Cost (C2) =			

Total Cost of Bid: $C = C1 + C2 = \text{Rs (in figures)}$

Rupees (in words)

Note:

GST on service applicable will be reimbursed on actual basis. Taxes, statutory levies, if applicable will be paid as per rules in force from time to time.

Signature of the Bidder with Seal &Address

Date: