



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/4405781 Dated/दिनांक : 01-01-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण					
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-01-2024 15:00:00				
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	22-01-2024 15:30:00				
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)				
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Education				
Department Name/विभाग का नाम	Department Of Higher Education				
Organisation Name/संगठन का नाम	Indian Institute Of Technology (iit)				
Office Name/कार्यालय का नाम	Mandi At Kamand				
ltem Category/मद केटेगरी	Bus Hiring Service - Regular Basis - Local 24*7; 31-33; Non Deluxe (NDX); 6000 Km(s)				
Contract Period/अनुबंध अवधि	1 Year(s)				
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	40 Lakh (s)				
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)				
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes				
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes				
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes				

Bid Details/बिड विवरण					
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer				
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No				
Type of Bid/बिंड का प्रकार	Two Packet Bid				
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days				
Estimated Bid Value/अनुमानित बिड मूल्य	7000000				
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation				
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes				

### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	140000

### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

### Beneficiary/लाभार्थी :

IIT Mandi Indian Institute of Technology Mandi, Kamand, Mandi - 175075, H.P. (The Registrar)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in  $\operatorname{Bid}$  /  $\operatorname{RA}$  process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

# Bus Hiring Service - Regular Basis - Local 24\*7; 31-33; Non Deluxe (NDX); 6000 Km(s) (6)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values					
Core						
Type of Service	Local 24*7					
Vehicle Seating Capacity	31-33					
Comfort Category	Non Deluxe (NDX)					
Usage Variant	6000 Km(s)					
Fuel Type	Diesel					
Year of Vehicle Model	2020 or BSVI					
Addon(s)/एडऑन						
Additional Details/अतिरिक्त विवरण						
Night/Outstation Charges in Rs. 0						

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता	
1	Rajeev Kumar Sharma	175005,INDIAN INSTITUTE OF TECHNOLOGY AT KAMAND MANDI	6	N/A	

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25

percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

The Registrar, IIT Mandi payable at Kamand, Mandi

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

#### 5. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 6. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 7. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- a. Local content declaration (on bidder company's letterhead as per **Annexure I**) is mandatory to be pro vided by the prospective bidders failing which the bid will be treated as non-responsive and will be rejecte d.
- b. EMD / Bid Security:
- i. Bidders registered with MSME / NSIC and registered under the exempted category as per GeM GTC are e xempted from submission of EMD / Bid Security however they are required to provide bid security declarati on as per **Annexure-II** failing which their bid will be treated as non-responsive and will be rejected. MSE P urchase preference shall be considered for eligible bidders having registration as Service Providers for rele vant category only.
- ii. Bidders other than the relevant service category with valid MSME / NSIC and exempted category as per GeM GTC are required to furnish EMD / Bid Security as per bid document failing which their bid will be rejected. No communication shall be entertained in this regard.

c. Bidders are required to quote Final offered prices including GST & other expenses.							
	Annexure – I						
	Declaration of Local Content						
		(To be given	on Company Le	tter Head)			
То							
The Re	gistrar,						
I.I.T. M	andi, Kamand, - 175 0	75,					
District	: - Mandi, Himachal Pr	adesh, India					
Subject:	Declaration of Local Cor	ntent.					
Dear Sir	,						
I / We, _				ehalf of my organization/firm, M/s re that we have read the provisions of "Prefe			
	Make in India and Eligib	ility for grantii	ng of Purchase F	Preference to Class-I local suppliers". In term			
				clare that we have submitted our bids for on er provisions of the Bidding documents and			
	Class-I / Class-II local sup I value addition is made			vices. The details of the location(s) at which			
	I						
S.No	Description of Goo ds / Services	Country of Origin	Local Conte nt %	Details of the location(s) at which the local value addition is made			
<u> </u>			<u> </u>				
Further	we confirm that we are	nresently not (	deharred / hann	ed by any other procuring entity for violation			
of 'Publi	c Procurement (Preferen	ce to Make In	India), Order 20	17' (PPP-MII Order) dated 15.06.2017 and its			
me to ti		ents issued by	Department of I	Industrial Policy and Promotion (DIPP) from ti			
Note:							
				ich shall, be the total value of the item being			
offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.							
"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial R							
ules for	ules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law."						
Yours faithfully,							
. 32.3 14	rours raidinally,						
(Signatu	ıre)						
(0.9	5,						

	Name:
	Date:
	Office Seal:
	Annexure - II  BID SECURITY DECLARATION
	(To be submitted by bidder on their firm's letterhead)
	(To be submitted by bidder on their firm's letternead)
	We, (Name of bidding firm with its address) do hereby certify and declare that we are interested and genuinely participating in the GeM bid no for (bid description) invited by the IIT Mandi.
	We further undertake that if we withdraw or modify the submitted bid during the period of bid validity, or if we will be awarded the order / contract and if we fail to acknowledge the order / sign the contract, or to su bmit a performance security before the deadline defined in the Bid document, the order awarded / work contract issued shall be terminated at the discretion of Competent Authority, IIT Mandi and our firm will be suspended / blacklisted for the period of 03 years for participation in the bids / tenders of the IIT Mandi in future.
	Name and Signature of Authorized Signatory of bidding firm along with company seal  Date:
9.	Buyer Added Bid Specific Scope Of Work(SOW)
	Text Clause(s)
	The bidders are required to read the eligibility criteria, instructions contained herein, and terms and conditi ons and ensure compliance before submitting their bid. In case of non-compliance and deficit information, the bid shall be rejected outrightly and no communication shall be entertained thereafter or otherwise.
	ELIGIBILITY CRITERIA CUM TERMS AND CONDITIONS FOR ENGAGEMENT OF AN AGENCY FOR PR OVIDING BUSES ON RENT
	<ol> <li>The participating bidder should be a Sole Proprietor/ Partnership firm/Co mpany. The bidder should submit an affidavit (for proprietor firm) / duly s elf-attested copy of partnership deed and registration certificate (for part nership firm)/ duly self-attested copy of MoA and registration certificate of the firm (for Pvt. Ltd/Pub. Ltd Company).</li> </ol>
	<ol> <li>The bidders should have vehicles of model not older than year 2020 or B S-VI, vehicle should be in the name of proprietor/partners of the firm. Det ails of the vehicles must be provided.</li> </ol>

- 3. The bidder must enclose Copy of Vehicle Registration Certificate, Insuran ce Certificate in favour of proprietor/partners/firm as documentary eviden ce in support of each vehicle.
- 4. Transporter should not have been debarred or blacklisted by any Central /State Governments Departments/Autonomous Institution/Educational Institutions in India. An affidavit to that effect on letter head should be su bmitted in original with the EMD. The format of the affidavit is attached with the tender as Annexure B.
- 5. The bidders must submit a certificate issued by their CA for not less than **Rs. 40.00 Lakh** for average annual financial turnover in transport servic es for any of the three financial years between 2020 to 2024. Further, the firm/company should not be a loss-making company in the last three year s
- 6. The bidder should have experience of at least 2 years for providing buse s on rental basis to Central/State Government Organizations/Autonomous bodies/Public sector/Banks/Reputed Private Sector/Reputed Private School s and Colleges etc. Copies of the contract awarded to them / Satisfactory performance certificate from the organisation must be submitted as a pro of in support of the experience regarding providing of transportation servi ce. In absence of the same, experience will be considered as NIL and the bid may also be rejected.
- 7. The bidder should have a solvency of Rs. 70 Lakhs. A certificate to this ef fect is to be provided duly issued by their banker.
- 8. PAN Card and GST registration certificate should be provided.

**Note:** Annexure A to be provided in respect of the above eligibility. If any b idder/contractor(s) fails to meet any of the above eligibility criteria, his/her p roposal will not be considered for further evaluation.

#### **General Terms and Conditions:**

- 1. The bidder should submit their bid well within the stipulated time and avoid last hour rush. No request for extension of bid submission time shall be entertained individually. However, in cas e of lack of competition, the Institute authorities may decide to extend the bid submission time . Bidders are required to visit the GeM portal (gem.gov.in) and the Institute website i.e. www.iit mandi.ac.in for such updates.
- Earnest Money Deposit (EMD): Bidder should furnish an EMD of a refundable amount of Rs. 1,40,000/- (Rupees One lakh forty thousand only) in the shape of DD/FDR from a sched uled / nationalised bank drawn in favour of "The Registrar, IIT Mandi" payable at Mandi. Copy of the EMD should be uploaded in the Technical Bid and original to be submitted in seale d envelope super-scribed as EMD for GeM Bid no. \_\_\_\_\_\_ dated \_\_\_\_\_ "to IIT Mandi. Failing to deposit Earnest Money Deposit will lead to rejection of tender.

Ø Note: EMD should be placed in sealed envelope and address to:

The Deputy Registrar
Store & Purchase

2<sup>rd</sup> Floor, Administrative Block, A9 Building
Indian Institute of Technology Mandi (IIT Mandi),
North Campus, Kamand - 175 075
District - Mandi, Himachal Pradesh, India
Tele: 01905-267078/48/39

- 3. **EMD Exemption:** The Institute may accept bids without EMD from those bidders who are reg istered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concern Ministry or Department **as Service Provider.**
- 4. While submitting the bid, the bidder are required to submit an undertaking on their firm letter head as under:

"The terms & conditions mentioned in the tender document against which the rate is being offered are acceptable to the firm".

In case bidder do not give this undertaking, their offer will not be accepted and bid may also be rejected.

- 5. The requirement of vehicles mentioned in the tender is approximate and may vary as per requirement of the Institute at the time of placing order.
- 6. Arbitration Clause: In case of any dispute or difference arising out of or in connection with t he tender conditions, job order and contract, the Institute and the contractor will address the di spute/difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole arbitrator to be appointed by the Institute. The Arbitration shall be held in acc ordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be Mandi/Kamand. The decision of the Arbitrator shall be final and binding on both the parties.
- 7. **Jurisdiction:** Courts at Mandi will only have the jurisdiction for the dispute between parties ar ising out of this tender/contract.
- 8. **Clarification:** The prospective Transporters requiring any clarification regarding the tender d ocument are requested to contact Office of the Dean Infrastructure & Services at telephone 0 1905-267024 and email <a href="mailto:infraoffice@iitmandi.ac.in">infraoffice@iitmandi.ac.in</a> within 2 days from the date of the publishin g of the bid. Clarification beyond this time shall not be entertained. Response will be given by email for clarification.
- 9. All vehicles provided to IIT Mandi should be in excellent roadworthy and ru nning condition and should be of model not older than year 2020 or BS-VI, as giv en in the technical and financial bids of the tender document with good inte riors, free from any past history of accidents and fully insured, including thir d party.
- 10. Only inspected and approved vehicles will be sent for service on regular b asis. Vehicles sent as replacement/standby will also be subjected to inspect

ion and approval. Institute reserves the right to inspect all / any vehicle at a ny time during the trip.

- 11. The vehicles shall run as per the schedule decided by the Institute. The vehicles will be deployed even on Sundays/ Holidays as per the Institute requirements including special duties over and above scheduled requirements as and when needed. The schedule might have timings late in the evening or early in the morning. Hence, the Transporter should have sufficient number of drivers during these hours. The Transporter should strictly follow the schedule. Exact Kms covered will be entered in the log book(s) on daily basis. The vehicles sent for services should have neat and hygienic seat covers, fire
  - extinguisher units, first aid box, CCTV camera etc. A banner plate denoting that the vehicles are on IIT Mandi duty should be placed as per govt. rules/instructions.
- 12. All vehicles deployed for transportation must have a pollution-free/ PUC certificate.
- 13. Drivers deployed by the agency on the buses should have a valid commer cial HMV driving license and they must be regular employees of the agency. All drivers must be physically and mentally fit for rendering services. Medical fitness certificate issued by Chief Medical Officer/Medical Superintendent for each of the Drivers to be provided. If any driver is found not fit or their behaviour is not satisfactory the replacement of the driver to be provided. Driver must be in proper uniform (dress).
- 14. In case of any delays/breakdown/non-reporting of the vehicle, the informat ion should immediately be passed on to the "Authorized Person" appointed by IIT Mandi and suitable replacement has to be arranged as early as possi ble by the Transporter.
- 15. The Transporter must ensure that driver(s) is/are not under the influence of alcohol or other intoxicants while performing their duties for the Institute. I nstitute reserves the right to check randomly the drivers for the alcohol contents through breath analyser. Consumption of alcohol/smoking and other prohibited items are strictly prohibited inside vehicle. The Transporter should ensure that the drivers should not play cards, gambling, or any antisocial activities during duty hours and such activities are prohibited even after duty hours. They shall not use unprofessional/casual/abusive language inside the vehicles during the services rendered at the Institute.
- 16. The transporter shall solely be responsible for accidents, if anything happe ns. Institute will not be responsible for any litigation whatsoever under any circumstances.

- 17. The transporter must not deploy any driver:
  - (i) who has not completed eighteen years of age, or
  - (ii) who does not possess a valid driving license, or
  - (iii) has experience of less than three years.

The transporter shall comply with all the statutory regulations related to the business. Institute shall not be responsible for any liability in this regard for any fault of the transporter. Any transporter proposing to provide three or more vehicles shall depute a transport supervisor with adequate experience for single point interaction and coordination with the Institute. The transport supervisor will also handle queries from IIT Mandi community regarding schedule and other transport related issues.

- 18. The operation and function of vehicles and drivers shall be governed by Motor Vehicles Act and these shall be the responsibility of the transporter. Any violation of traffic rules can invite penalty that would be sole ly borne by the Transporter.
- 19. Each vehicle shall be given suitable time for maintenance as per norm s, with prior consent of the Institute without affecting the schedule deci ded by the Institute. Once in a fortnight, the bus will be permitted to g o for routine checkup and washing but without affecting the schedule given with prior consent by the Institute. Cleaning of buses inside and outside will be responsibility of the Transporter. The bus will be kept clean all the time.
- 20. The bus shall not be utilized by the Transporter for any other purpose than the requirement of the Institute during the contract duration.
- 21. Contractor will have to park the buses at IIT Mandi, Kamand campus e xcept when sent for maintenance, off-campus night halt or other purp ose of the Institute. Parking outside IIT campus shall be arranged by the contractor at his own cost and risk, when send for off-c ampus night halt and other purposes. Buses should be made a vailable at starting point in Mandi at least 10 minutes before t ime of start.
- 22. Penalty: During the operation of the contract, the following penalty will be deducted from the monthly payment to the Transporter, based on report from the security staff/ IIT Employee/Student travelling in the bus:
  - Delays not because of mechanical failure/ act of nature :-
    - (a) 5 to 10 Minutes :

s. 500/- per event.

(b) 10-20 Minutes:

R

R

- s. 1000/- per event.
- (c) 20-30 Minutes:

R

- s. 2000/- per event.
- (d) More than 30 Minutes:

R

- s. 3000/- per event.
- (e) Failure to provide a bus:
- Rs. 4000/- per event.
- 2. Not wearing uniform:

Rs. 250/- per event.

3. Misbehaviour with IIT Employee/ Staff/ Student: Rs. 1000 /- per event.

4. Over speeding beyond 35 Kmph on downhill slope:

Rs. 500/- per event.

5. Inadequate cleanliness of the vehicle:

Rs. 250/- per event.

- 6. Improper servicing/ mechanical condition due to poor maintenance: Rs.1000/- per event.
- 7. Providing invalid/ inappropriate driver:

Rs. 2000/- per event.

8. Driver found drunk/ indulging in gambling/ any other antisocial activities during duty hours:

Rs. 500

0/- per event.

9. Cleanliness issue/dirty bus

Rs. 500/- per event.

If penalty of Rs. 500/- has been levied on the Transporter for the clause 22 above and there is s till no improvement, penalty of rupees (double amount of penalty) per event will be imposed on the transporter.

#### 23. Award of Contract:

- a) After due evaluation of both the Technical & Financial bids, IIT Mandi will award the contra ct **to lowest bidder in the competition.**
- b) The contract shall be awarded for a period of one year which shall be extendable further two more years based on the satisfactory performance and subject to approval of the competent authority.
- c) Transporter should provide transportation service as per the contract within fifteen days of award of the contract.
- d) In case the period of contract is extended further by the Institute in consultation with the Contractor, the validity of performance guarantee shall also be extended by the contractor accordingly, so that such performance security shall remain valid for a period of sixty days after the expiry of the obligations of the contractor for the extended period.
- e) Tax payment is sole responsibility of Contractor. Any changes in tax should not be claim ed from IIT Mandi.

#### 24. Performance Guarantee:

a) The Contractor shall provide Performance Guarantee @10% of the Annual contract amount in

- terms of Fixed Deposit Receipt / Bank Guarantee issued by any of the Nationalized/Scheduled bank, pledged in favour of "Registrar, IIT Mandi" within 15 days of award of the contract.
- b) The performance security, as furnished by the Contractor, shall remain valid for a period of **si xty days beyond the date of completion of all contractual obligations** of the Contractor under the agreement to be executed by and between the Institute and the Contractor.
- 25. **Refund of EMD:** The earnest money deposit of the unsuccessful bidder will be refunded without any inter est within 30 days of award of the contract. The earnest money deposit of the bidder, whose tender has be en accepted, will be returned on the submission of performance security. Earnest money deposit of the su ccessful Contractor will be forfeited, in case of default as defined in point 26 below.
- 26. **Default:** The Transporter will have to forfeit to the institute, the Earnest Money Depo sit (EMD) for an amount of **Rs. 1,40,000/- (Rupees One lakh forty thousand only)** in case of default which is considered for the purpose of this tender/contract in case of, any or a ll of the following events:
  - a) Failing to provide transportation service as per the contract within fifteen d ays of award of the contract.
  - b) Failure to provide Performance Guarantee as given in Point 24 above within stipulated time frame.
  - Furnishing false information to secure this contract, which may be found d uring the tendering process or at a later stage during the operation of the contract.
  - 27. In case of change in requirements/for any other reason, the Institute reserves the right to eithe r increase/decrease the number of vehicles or terminate the contract by giving 30 days' notice and without assigning any reason whatsoever.
  - 28. **Payment Schedule:** Payment requests for monthly bills are to be submitted by the Contractor by 5<sup>th</sup> of the following month. Payment shall be released within fifteen days from the date of verification of bill(s) and subject to satisfactory performance of duties as per the contract. Amount on account of penalty as listed above will be deducted from the payable amount.
  - 29. The IIT Mandi reserves the right to cancel the tender at any stage (point of time) without assigning any reason.
  - 30. Bidders should go through the tender terms, conditions and specifications carefully and fill in the attached compliance statement accurately and unam biguously. They should ensure that all the required documents are furnished along with the bid.
  - 31. Rates quoted by the vendor should be inclusive of all kind of taxes and statuary liabilities. The quoted price should be final amount to be paid.
  - 32. The transporter should quote rate on the basis of monthly rent (excluding fuel expenditure).
  - 33. Diesel charges will be paid by the Institute on production of receipt(s) as proof of rates. The co st of diesel will be paid on actual basis as per fuel efficiency/average of the vehicle to be fixed by the Institute. The service provider will be responsible for getting the mileage fixed. Institute will not pay for additional diesel incurred due to non meeting of fixed mileage.

Deputy Registrar Store & Purchase

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### **Annexure-A**

# **Tender for Transport service of buses at IIT Mandi**

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# **Technical Bid**

(Please refe	page	1 and	provide	all	document	as	asked	for t	<u>herein</u> )
	-		-						
				_					

1.	-  1. Name of the Transporter:					
2.	2. Address of the Transporter (with proof):					
3.	3. Contact details of the Transporter:  Tel. No. with STD					
	(O)	(Fax)	_(R)			
	Mobile No	E-mail ld	Website			
4.	Name of Proprietor/Pa	rtner/directors of the firm/a	gency:			

- 5. Transporter's bank details with branch and his current account number: (A can celled cheque must be supplied in support of details)
- 6. Registration and incorporation particulars of the Transporter indicating legal st atus such as company, partnership/proprietorship concern etc. (Please attach c opies of the relevant documents/certificates).
- 7. EMD / Bid Security Submitted Yes / No (Please mention if exemption sought from EMD)
- 8. CST/GST/Excise Duty/TIN etc. registration details for providing transportation s ervices (please attach copies of all relevant documents/certificates).
- 9. Copies of PAN/Income Tax Circle of the Transporter.
- 10. Copies of Income tax Returns field for the last three years should be attached.
- 11. Bank Solvency Certificate from the banker of which the account details are giv en by the Transporter.

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## 12. CHECK LIST FOR TECHNICAL COMPLIANCE

SI. No.	SI.	CRITERION (Marks Range)	Document Provided / Not Provided
	1	Annual Turnover in Rupees	
	2	Experience in operating buses in Number of years	
	3	Number of Buses Held at present	

4	Total Number of Buses proposed to be provid ed by the Transporter	
5	Vintage of Number of Buses proposed to be provided :-	
	Number of vehicles to be provided with Model and Registration No. of the vehicle if purchas ed in 2020	
b	Number of vehicles to be provided with Model and Registration No. of the vehicle if purchas ed in 2021	
С	Number of vehicles to be provided with Model and Registration No. of the vehicle if purchas ed in 2022	
	Number of vehicles to be provided with Model and Registration No. of the vehicle if purchas ed in 2023	

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- 13. Declaration regarding blacklisting or otherwise by any Central/State Govern ments Departments/Autonomous Institution/Educational Institutions in India as given in Annexure B
- 14. The tender document (all pages) duly signed and stamped as proof of havin g read the contents therein and in acceptance thereof should be enclosed.
- 15. Details of Award / Certificates of merit etc, if any, received from any organiz ation(Please attach copy of the certificates, if any).

Date:	Signature of authorised signatory Name and address of the bidding firm
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Place:	

**Annexure-B** 

# **Tender for Transport service of buses at IIT Mandi**

Declaration Regarding Blacklisting / Debarring For Taking Part in Tender.

(On Letter Head)				
I/We	(Transporter) hereby declare			
hat my/our firm/agency namely M/s				
as not been blacklisted or debarred in the past by Union / State Government or				
organization from taking part in Government tenders in India.				
(Or)				
I / We	(Transporter) hereby declare			
that my/our firm/agency namely M/s				
was blacklisted or debarred by Union / State Government or any Organization fr				
om taking part in Government tenders for a p				
to				
The period is over on and now the firm/agency is entitled to ta				
in Government tenders.  In case the above information found false I/We are fully aware that the tender/				
ontract will be rejected / cancelled by Registrar, IIT Mandi and EMD / Performace Security shall be forfeited.				
In addition to the above, Registrar, IIT Mandi, will not be responsible to pay the bills for any completed / partially completed work.				
Name	Address			
Generic				
<b>Consortium:</b> In case of Contracts, wherein the seller alone can form consortium with other sellers for submission of the leader. However, each and every member of the consortium execution of the project contract. An undertaking to this effective	bid, with one of the consortium company as shall be equally responsible for the complete			
Service & Support				
Dedicated /toll Free Telephone No. for Service Support : BIDI Telephone No. for Service Support.	DER/OEM must have Dedicated/toll Free			
Service & Support				
Escalation Matrix For Service Support : Bidder/OEM must pro	ovide Escalation Matrix of Telephone Number			

for Service Support.

#### 13. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 14. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### 15. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 16. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

The Registrar, IIT Mandi payable at Kamand, Mandi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 17. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

The Registrar, IIT Mandi

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 18. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---