

NOTICE INVITING TENDERS (NIT) FOR EMPANELMENT OF AGENCIES FOR HIRING OF VEHICLES

TENDER DOCUMENT

1. Dibrugarh University (D.U.), invites 'Sealed Bids' for hiring of Heavy Vehicle (s) -Truck/ Mini Trucks from agencies/firm(s) fulfilling the criteria laid down in **Techno-commercial bid** format at **Annexure-2**. The scope of work and terms and conditions are given below. The format for **Financial Bid** is at **Annexure-3**.
2. The bids are to be sent in 2 (two) parts – one sealed enveloped superscribed as '**Techno-commercial Bid**' giving details in the format as per Annexure-2 and the second sealed envelope superscribed as '**Financial Bid**' in the format at Annexure-3. The two sealed envelopes as above will be placed in another sealed envelope superscribed as '**BID FOR EMPANELMENT OF AGENCIES FOR HIRING OF HEAVY VEHICLES (Truck/Min Truck)**' AND '**NOT TO BE OPENED BEFORE 08/08/2018 till 3:00 PM**'. The bids shall be signed by a person duly authorized on behalf of the bidder Firm/Agency and shall be dropped in at the Office of the Registrar, Dibrugarh University, Dibrugarh, PIN-786004.
3. The sealed bids will be received by the Office of the Registrar, D.U. up to 2:30 PM. on 08/08/2018. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Techno-Commercial bids will be opened on the same date i.e.08/08/2018 at 3:00 PM in the presence of the representatives of the bidders present. Date of opening of financial bids of such firms which meet the prescribed techno-commercial criteria will be notified separately.
4. **Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousand)** only should accompany the Techno-commercial bid document. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a Nationalized bank/Scheduled commercial bank in favour of **Registrar, Dibrugarh University** payable at **Punjab National Bank (PNB), Dibrugarh University Branch (code: 994000)**. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by Dibrugarh University.
5. The EMD shall be forfeited if the bidder withdraws the bid during the period of bid validity.
6. The EMD of successful bidder shall be retained as security towards Contract Performance Guarantee (CPG) and no interest thereon shall be payable. EMD of unsuccessful bidders shall be returned after the acceptance of the Purchase Order by the successful bidder(s).
7. The bid shall remain valid for a period of 3 (three) months from the date of receipt of the bid.
8. The Bidder should carefully read, understand and seek clarifications if any before filling in and submitting the bid. No claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.
9. Details of the EMD shall have to be submitted in the **Annexure-2**.

10. RATES AND PRICES

- a. Bidders shall quote the rate(s) in the format given at **Annexure-3**. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writings is permissible.
- b. All statutory duties and taxes (including excise and customs) GST, *etc* may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.

11. TERMS OF PAYMENT

- a. Payment will be released only after the receipt of bill and certification by the authorized officer of Dibrugarh University that the services provided during the month are satisfactory.

12. EVALUATION OF BIDS

- a. The authority of Dibrugarh University will determine the substantial responsiveness of each bid with reference to bid terms and conditions as per Clause 9 (i) of Annexure-1B. For this purpose a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions in respect of following will be deemed to be material deviation.

Earnest Money Deposit (EMD)

Taxes & duties

Payment terms

Security deposit

Penalty

Validity of Bid

- b. Dibrugarh University's determination of bidder's responsiveness will be on the basis of contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not substantially be made responsive by the bidder by correction of the non-conformity. All decisions by Dibrugarh University on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
- c. The evaluation of bids shall be done package-wise, on least cost basis to Dibrugarh University for each item of the individual package. Those bidders who will accept the least cost/rate of each item of the respective package shall be recommended for empanelment for that particular package.
- d. While the contract will be awarded for a period of 3 (three) years extendable by another 1 (one) year on the same terms and conditions on mutual agreement, both the parties i.e. the Bidder and the University would be free to terminate the contract after giving advance notice of 2 (two) months in writing.

13. CONCILIATION/ ARBITRATION

- a. If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by the Registrar, Dibrugarh University.
- b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by the Registrar, Dibrugarh University.
- c. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

14. APPLICABLE LAW AND JURISDICTION

(a) All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in-force and shall be subject to the exclusive jurisdiction of Indian Courts at Dibrugarh, Assam.

15. No alternative offer shall be considered.

16. Dibrugarh University reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder(s) on the ground of Dibrugarh University's action.

17. Dibrugarh University reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

18. Any clarification on the documents may be obtained from:-

**The Registrar
Dibrugarh University
Dibrugarh, 786004
Assam**

Sd/-
**Registrar i/c
Dibrugarh University
Dibrugarh**

SCOPE OF WORK

The scope of work covers empanelment of transport agencies for hiring heavy vehicles (Truck/Mini Trucks) and finalizing rates of different category of vehicles for Dibrugarh University, Dibrugarh to carry materials within Dibrugarh & outside Dibrugarh, as and when required, under different packages to Dibrugarh University as per the terms & conditions of the contract specified herein and shall maintain an office with adequate staff and telephone facilities round the clock.

1. The agency shall provide only commercial vehicles i.e Truck/Min Truck (Diesel) duly registered in Assam and comply to emission norms of the following categories:-

Package No.	Package Name	Vehicle Name
Package (A)		
Package (B)		

2. The vehicles shall be hired as & when required only and Dibrugarh University cannot guarantee for its requirement.
3. The agency/firm would properly pack or wrap the materials/consignments and ensure its security from being damaged/stolen/misplacement.
4. The agency/firm shall transport the materials/goods in their own motor trucks by road directly to the assigned destination.
5. The responsibility of reporting to the point of origin for loading lies with the agency/contractor.
6. The agency/firm would deliver materials/goods at two or more places in the same city/town, if required without any additional charge.
7. All the vehicles to be provided should be in good condition which may require in case of journey outside the state, if required.
8. The agency/firm shall provide the heavy duty vehicle at Dibrugarh University as per requirement or at any other place intimated to the contractor /agency for travel within or outside Dibrugarh & suburbs. The maximum dead mileage allowed towards to and fro journey from Dibrugarh University Campus to other places of duty will be 20 (twenty) Kms or actual whichever is less.
9. Journey within the district of Dibrugarh will be treated as local journey.
10. The vehicles deployed during the contractual period should be well maintained and in perfect running condition as per Dibrugarh University's requirement with proper pollution check and valid pollution certificate.
11. Drivers of vehicles must be provided and maintain mobile phones. No extra charges would be paid by D.U. for the same.
12. The agency shall provide well-behaved, pleasant personality, well mannered and proper Assamese/Hindi or English speaking drivers in clean and proper attire with valid driving license of minimum 02 (two) years old and should be able to read duty slip and signboards in Assamese/English/Hindi.

13. The driver should also have some knowledge of the heavy vehicle mechanism so that he could attend minor repairs. The driver should be well conversant with the roads and routes in Assam and areas adjacent to Dibrugarh.
14. In case of break down / servicing / repair, the contractor shall provide alternate vehicle of same Make and model or higher failing which vehicle shall be hired from any other source / sources at the risk and cost of the contractor.
15. Vehicle in good conditions must be sent to the D.U.
16. In case of non reporting / refusing to provide the requisite Vehicle, the same may be hired from any other source(s) at the risk and cost of the contractor, besides any other penal action which may be even termination of contract.
17. The maintenance cost, charges of fuel (diesel), road tax, permit fee, passenger Tax, Border Tax, challans, salary of the driver, the overtime and mobile phone charges of driver *etc.* are the responsibility of the contractor and should be paid by the Contractor.
18. **Insurance:** The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all the co-workers working in the vehicle.
19. The Contractor shall be fully responsible for any loss or damage to the vehicle and also shall be liable to pay full compensation for any damage or any other loss to the materials.
20. D.U. reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error / fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action which may even lead to termination of Contract.
21. The Vehicle sent to our office on our requisition must have all relevant documents like Registration Book / Driving license / Insurance / Road Tax Receipt / Permit fee / pollution certificates / Passenger Tax / Border Tax /mobile phone *etc.* The vehicle should be licensed and shall conform to all Govt. rules and regulation being in force from time to time.
22. In case of non-availability of vehicles with the bidder / contractor, vehicles other than those owned by the bidder / contractor may be provided as an ad hoc arrangement only and should be replaced by own vehicle at the earliest opportunity in any case within one month.
23. The agency must provide the photocopy of the Registration Documents of the vehicle duly attested / notarized and certified by the owner of Contractor / Agency. However, the original registration paper shall be provided by the Agency on demand in case any further verification is required in case of any doubt.
24. The Contractor shall maintain the duty slips, for the vehicles hired on daily basis, as per Performa attached for every trip / requisition and a Log Book for the vehicle hired on monthly basis. It should be ensured that there is no overwriting in the duty slips. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

Special conditions of the contract and the qualification criteria are given in Annexure-1B.

SPECIAL CONDITIONS OF CONTRACT & QUALIFYING CRITERIA**01. RESPONSIBILITY OF THE CONTRACTOR/AGENCY**

- i) The agency shall provide Assam registered Heavy duty vehicles i.e Truck/Mini-Truck (Diesel) in good condition as per our requirement with well behaved /skilled drivers having knowledge of routes & minor repairs of vehicles and valid driving licenses. All the vehicles shall carry first aid box, Stepney and toolbox.
- ii) 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 vehicle so rejected.
- iii) In case of break down the contractor shall provide alternate vehicle of same category to complete the transportation of materials/items and the amount thus incurred shall be recovered from the bills of the contractor.
- iv) All kinds of repairs / maintenance cost, charges of oil, lubricant, fee towards licenses/registration taxes such as road tax, permit fee etc., challans, salary *etc.* shall be borne by the contractor/agency

02. PENALTY

The agencies shall be liable for penalties on contract price in the manner indicated below:-

Sl. No.	Nature of default	% penalty of per day of the hiring charge of requisite charge	Mode of deduction as Penalty
1.	Failing to provide vehicle after confirm booking	50%	Deduction from Running Bill
2.	Late reporting (Beyond 30 Minutes)	10%	Deduction from Running Bill
3.	Indecent behavior of driver	10%	Deduction from Running Bill

03. VEHICLE REQUISITIONING & DUTY SLIP

- i) Booking made by an authorized officer Dibrugarh University only be considered for purpose of payment.
- ii) The agency shall maintain the duty slips, for the vehicles hired on daily basis, as per Performa given for every trip / requisition and a Log Book for the vehicle hired on monthly basis. The duty slip/Log Book should be got signed by the officer/authority, which would indicate the opening and the closing meter reading with time and date at the point of starting/ending the journey by the user. It should ensure that there is no overwriting in the duty slips. Tempering with the contents of the duty slips would be viewed very seriously. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

04. PAYMENT & REIMBURSEMENT

- i) The agency shall submit bills, in duplicate of each month for the preceding month for release of the payment addressing to the Registrar, D.U. complete in all respects along with duty slips and monthly statement of journey. TDS as applicable shall be deducted from the bills of agency. Bill having cutting and over writing shall not be entertained. No advance payment shall be made under any circumstances.
- ii) Kms. charges for hilly areas shall be same as that of plain areas.
- iii) Maximum km. covered in a day shall not exceed 200 kms. for local journey and payment shall be restricted accordingly unless specified in writing by the user.
- iv) When the duration of the vehicle engaged for local journey is less than 5 hrs. The Maximum permissible coverage shall be 100 kms and the payment shall be restricted accordingly.

- v) The mileage from the designated place to the requisitioned destination and back to the designated place shall be as per actual by the shortest route and restricted to a maximum of 20 kms./day.
- vi) Parking charges, Toll Tax, and State Passenger Tax (if applicable) wherever incurred shall be reimbursed as per actual by the University on certification by the authorized officer/authority on submission of documentary proof (original receipt).

5.0 PRICE VARIATION

- i) The prices as agreed shall remain firm throughout the currency of the contract except for variation in Fuel price. The Dibrugarh University will increase or decrease the agreed transportation rates @ 0.3% for every 1% increase or decrease in respective fuel price duly supported by documentary evidence.
- ii) The base rate of fuel for the purpose of price variation shall be the rates prevalent in Dibrugarh 7 days before the date of opening of the bid.
- iii) The prices of fuel prevalent on 1st of every month will be valid for the whole of the month for calculation of price variation (on any change of fuel price).

6.0. NON-AVAILABILITY OF VEHICLE:

- i) In case of non-availability of the vehicles owned by the bidder/contractor, the contractor may provide vehicles owned by others which conform to Dibrugarh University's requirements. Upgraded models or higher category vehicles may also be provided at the same rates, terms and conditions with prior permission of Dibrugarh University

7.0. METER TEMPERING:-

- i) Agencies would ensure proper sealing of milometer. Dibrugarh University reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering of meter reading and misbehaviour of driver shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of security deposit. In the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action.

8.0. STATUTORY REQUIREMENTS:-

- i) The vehicles sent to our office on our requisition must have all relevant documents like registration Book/Driving license/Insurance/Road tax Receipt/Permit for Passenger Taxi/Pollution certificate etc. The vehicle should be licensed and shall have valid permits for plying in Dibrugarh in case of local journey. The vehicle should conform to all Govt. rules and regulation being in force from time to time.
- ii) The driver should abide by the rules laid down by transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic rules and regulations so as to ensure road safety and safety of the co-workers.
- iii) Compliance of all statutory obligations viz. Industrial Dispute Act, workmen's compensation Act, Contract labour (R&A) act, shall be ensured by the agency. The agency shall indemnify and shall always keep Dibrugarh University indemnified against any liability due to non-compliance of statutory obligations by the agency or any of its agents/servants/driver or for any reason whatsoever. The agency will be responsible for the conduct of their staff.

9.0 AWARD OF CONTRACT

- i) Those bidders who will accept the least cost/rate of each item of the respective package shall be recommended for empanelment for that particular package. However preference would be given to the agency who has quoted the least price for respective package and in case of non-availability of the vehicle with them vehicles would be hired with the other empanelled parties for that particular package.

- ii) The contract will be awarded for a period of 3 (three) years extendable for another one year based on the satisfactory performance of the firm and acceptance of same terms & conditions. In case of change in the requirement of vehicles due to transfers of officers etc., the terms contained under Clause 11.4 of the tender document will be applicable.

10. QUALIFYING CRITERIA FOR BIDDERS

Sl. No.	DESCRIPTION	DOCUMENTS TO BE ATTACHED WITH THE TECHNO-COMMERCIAL BID
1.	The bidder should have at least 3 (three) years experience in work similar nature with reputed corporate/organisations with an average annual turnover of Rs. 2.70 Lakhs during the last 3 years.	(a) Copies of Certificate of Incorporation/copy of the partnership deed /instrument of Partnership, (b) Audited Balance Sheets along with Profit & Loss Account or other documentary evidence towards turnover for the previous 3 years, (c) list of clients with names, address and contact nos. of concerned officials.
2.	The bidder should have registered vehicle(s) in name of company /firm / partner / director / long term tie up.	(a) Photocopies of Registration Books along with the latest and valid insurance covers would be physically verified before finalization of the empanelment of the parties.
3.	The bidder should have his office in Dibrugarh with phone/mobile connection, and capable of providing vehicle as and when required.	Details to be furnished along with the techno commercial bid.
4.	The company should be registered for GST/Service payment	Copy of registration certificate indicating GST/ Service Tax No. should be enclosed with the Techno-Commercial Bid
5.	Income Tax Return	Copy of ITR for FY 2014-15, 2015-16, 2016-17

Sd/-
Registrar i/c
Dibrugarh University
Dibrugarh

VEHICLE DUTY SLIP

1. Name of the Agency _____ Dated: _____

2. Vehicle No. _____
Driver's Name: _____ Mobile: _____

3. Name of requisitioning Officer _____

4. Address (where vehicle required):

5. Reporting Place: _____ Reporting Time/date : _____

Releasing Place : _____ Releasing Time/date: _____

6. K.M.READING

i) Opening reading in figures at the reporting place _____

ii) Closing reading in figures at the releasing place _____

7. Toll tax/DND & parking charges etc. paid, if any Rs. _____.

Certificate: It is certified that the details as indicated at 2 above for the vehicle no. _____ mentioned at 1 above have been verified & are correct.

SIGNATURE OF THE OFFICER/AUTHORITY:

Name : _____

Designation: _____

Department: _____

Phone No. incl. Extn. _____

Any other: _____

TOTAL KMS.

a) As at 6(ii)-6(i) above _____

b) Releasing place to garage -----

c) TOTAL -----

(Please sign on each page)

HIRING OF VEHICLES – TECHNO-COMMERCIAL BID**1. THE FIRM/AGENCY**

- a) Name _____
- b) Regd. Address _____
- c) Address of Office at Dibrugarh _____
- d) Contact Person's
- i) Name & Design. _____
- ii) Address _____
- iii) Tel No. Landline _____ Mobile _____
- iv) Email ID _____

2. Type of Firm: Private Ltd./Public Ltd./ Cooperative/ NGO/PSU
(Please tick and enclose copy of Memorandum/ Articles of Association/
Certificate of Incorporation) _____ enclosed. (Pl. specify)

3. Bank A/c No. : _____ (Please enclose an unsigned cancelled cheque)

4. PAN/GIR No. : _____ (Please enclose photocopy)

5. Service Tax Regn.No.: _____ (Please enclose photocopy)

6. No. of cars in the name of the firm/partner/director: _____
(Please enclose photocopy of RC & Insurance)

7. Annual Turnover for the last 3 years:
(Should be more than Rs.2.70 lakh)

2014-15	_____
2015-16	_____
2016-17	_____

(Please enclose copies of ITR or audited balance sheet and P&L A/c , etc. in support of above)
_____ enclosed (Pl. specify)

8. Experience of similar work in the field during the last three years

(Copies of Certificate of Incorporation / copy of the partnership deed / instrument of Partnership and list
of clients with names, address and contact nos. of concerned officials.)
_____ enclosed (pl. specify)

9. Earnest money details:

DD No. _____ dated _____

Amount Rs. _____

Drawn On _____

Signatures of authorized signatory

Name _____

Designation _____

Seal:

(Please sign on each page)

HIRING OF VEHICLES – FINANCIAL BID

PACKAGE(S)	JOURNEY UNDERTAKEN	RATES (INR)
(A)	<u>LOCAL:</u> a) Trucks b) Mini Trucks	a) b)
(B)	<u>OUTSTATION JOURNEY</u> a) Charges per Kilometer b) Night Stay Charges per night (if any)	a) b)

APPLICABLE TAXES:

1.	Applicable tax on total bill amount (Specify type of tax :)	
2.	Other tax, if any	

Night stay charges for local or outstation journey shall be paid only if the vehicle is kept beyond 12:00 midnight.

The terms and conditions contained in the Tender Document are acceptable to me/us.

Signature with Seal of Authorized Person

Dated:

Place:

(please sign on each page)