



# SHRI MATA VAISHNO DEVI UNIVERSITY

KAKRYAL, KATRA-182320 (J&K)

## TENDER DOCUMENT

Shri Mata Vaishno Devi University, Kakryal, Katra-182320 (J&K) invites sealed tenders from reputed firms and their authorized service providers having valid registration to provide vehicles (Cars & Buses) on hire basis under Annual Rate Contract basis for meeting the transportation requirements of the University.

### BRIEF INFORMATION ON TENDER DOCUMENT

| Notice Inviting Tender Details |  |   |
|--------------------------------|--|---|
| S.No.                          | Description                                |   |
| 1                              | University Name                            | Shri Mata Vaishno Devi University   |
| 2                              | Name of Department                         | Transport   |
| 3                              | Tender Number                              | SMVDU/Adm/Tpt./17/052 dated 21.04.2017  |
| 4                              | Tender Subject                             | Tender for Hiring of Vehicles   |
| 5                              | Tender Type                                | Open  |
| 6                              | Tender Category                            | Tender for Hiring of Vehicles   |
| 7                              | EMD / Bid Security (INR)                   | Rs. 50,000/- (EMD Fee)  |
| 8                              | EMD / Bid Security Payable To              | In the form of D.D., drawn on a nationalized bank in favour of "Registrar, SMVDU" payable at Jammu.   |
| 9                              | Tender Fee (Non-refundable)                | Rs. 1000/- (Rupees One thousand only)   |
| 10                             | Tender Fee                                 | The DD should be drawn in favour of "Registrar, SMVDU" payable at Jammu. The Applications can be obtained either from the Office of Registrar, SMVD University, Kakryal, Katra-182320 (J&K) or it can be downloaded from the University Website <a href="http://www.smvdu.ac.in">www.smvdu.ac.in</a> , in which case the D.D. must accompany the Tender, failing which Tender shall be outrightly rejected.   |
| 11                             | Scheduled date of issue of Tender Document | 24.04.2017  |
| 12                             | Last date for receipt of Tenders           | 09.05.2017  |
| 13                             | Bid Submission                             | In Person / Post. However, the SMVDU shall not be responsible for postal delay.   |
| 14                             | Date of opening of Technical Bids          | <b>11.05.2017 at 2.30 p.m.</b>  |
| 15                             | Date of opening of Financial Bids          | Will be intimated.  |
| 16                             | Place of Tender Opening                    | Office of Registrar, SMVD University, Kakryal, Katra-182320 (J&K)   |
| 17                             | Officer Inviting Bids / Contact Person     | Registrar, SMVDU  |
| 18                             | Address / Email ID                         | registrar@smvdu.ac.in   |
| 19                             | Contact Details / Telephone, Fax           | Ph: 01991-285524 (08 Lines), Extn. 2116   |
| 20                             | Eligibility Criteria                       | As per the Tender Document  |
| 21                             | Procedure for Bid Submission               | <p>Eligible Tenderers are requested to submit their tenders in the following manner:</p> <p>There shall be two separate envelopes as explained below:</p> <ol style="list-style-type: none"><li>1) The First envelope shall contain the <b>Technical Bid</b> of the tenderer as per <b>Annexure-A</b> alongwith Tender Fee (Rs. 1,000/-) and Earnest Money Deposit (Rs.50,000/-), both in the shape of Demand Draft and drawn in favour of "Registrar, SMVDU" payable at Jammu. The Tender No. &amp; Date, Last Date for submission of Tender should be mentioned on the top of this envelope. The address, contact numbers and e-mail address shall be mentioned at the bottom of this envelope and the envelope shall be super-scribed as "Technical Bid."</li><li>2) The Second envelope shall contain the <b>Financial Bid</b> of the tenderer as per <b>Annexure-B</b> and shall be super-scribed as "Financial Bid."</li><li>3) Both the envelopes shall be sealed in a big envelope and submitted to the <b>Registrar, SMVDU, Kakryal, Katra-182320 (J&amp;K)</b> in person/by post. The big sealed envelope shall be super-scribed as "Tender for Hiring of Vehicles" due on <b>11.05.2017</b>. The Tender No. &amp; Date, Last Date for submission of Tender should be mentioned on the top of this envelope. The address, contact numbers and e-mail address should be mentioned at the bottom of this envelope.</li></ol> <p>The Registrar SMVDU, Katra will not hold any risk and responsibility for non-visibility of the scanned documents or the loss in transit and postal delay and the tenders received after the stipulated time period shall be summarily rejected.</p> |
| 22                             | General Terms and Conditions               | As per the Tender Document  |

## **TERMS & CONDITIONS OF THE TENDER**

- 1) The tenderer should be reputed, experienced and financially sound Firm for providing vehicles to the SMVD University initially for a period of one (01) year. Before submission of Tender, the tenderers, in their own interest, are advised to satisfy themselves in respect of the site / road conditions as the SMVD University shall bear no responsibility for lack of acquaintance of the site and other conditions related to providing vehicles or any information relating thereto, on the part of tenderers. The consequences of the lack of knowledge, as aforesaid, on the part of the tenderers shall be at their own risk & responsibility.
- 2) The Firm will be required to provide vehicles (Cars & Buses) on short notice on monthly and daily basis for the transportation of University Faculty, Staff, Students, Guests, etc.
- 3) The complete Tender Document can be purchased from the Office of the Registrar, SMVDU, Kakryal, Katra-182320 (J&K) by or before the last date of issue of the tender document against a non-refundable payment of Rs. 1000/- (Rupees One Thousand only) in the form of Demand Draft favouring Registrar, SMVD University payable at Jammu. The tender document can also be downloaded from the website of the SMVD University i.e. **www.smvdu.ac.in** and in this case, the downloaded tender document has to be submitted alongwith the Demand Draft of Rs. 1000/- (Rupees One Thousand only) favouring Registrar, SMVD University payable at Jammu. The tenders received without the requisite tender cost shall be summarily rejected.
- 4) The interested tenderers have to submit the tenders in a **Two Bid** format viz. Technical Bid (Annexure-A) and Financial Bid (Annexure-B).
- 5) **Minimum Eligibility Criteria:** The following shall be the minimum eligibility criteria for selection of the tenderers:
  - a) **Registration:** The tenderer should be registered with the concerned Competent Authority to provide the services of vehicles (Cars & Buses) on hiring basis and should have its office / authorized service provider / representative within Municipal limit of Jammu / Reasi / Udhampur to provide service. The tenderer shall also furnish the addresses of the service centre with telephone number alongwith the Technical Bid. The tenderer having no authorized office / service centre at Jammu / Reasi / Udhampur will not be considered.
  - b) **Experience:** The tenderer must have a minimum of three (03) years of experience in providing of vehicles to various Govt./PSU/Universities/Reputed Organizations.
  - c) **Documents supporting the Minimum Eligibility Criteria:** In proof of having fully adhered to the minimum eligibility criteria at S.No.5 (a) & (b) above, following documents should be submitted alongwith the tender document:
    - (i) Self attested copy of the “Registration Certificate of the firm” to provide the services of vehicles (Cars & Buses) on hiring basis.
    - (ii) Self attested copy of “PAN Card” in respect of individual/firm as the case may be.
    - (iii) Proof of “Annual Turnover” for the last three (03) years supported by audited Balance Sheets.
    - (iv) List of vehicles, their Registration No. alongwith photocopy of their RC/fitness, Insurance Certificate and permit, etc. owned by the tenderer.

- (v) Details of agreements made by the firm for the last three (03) years alongwith proof to provide the services of vehicles (Cars & Buses) on hiring basis to various Govt./PSU/Universities/Reputed Organizations.
- (vi) An Undertaking to the effect that the firm has not been blacklisted by any of the Departments / Organizations of the Government of J&K and no criminal case is pending against the firm.
- 6) The Annual Rate Contract process may be postponed/cancelled suo moto without assigning any reason or giving any notice to the tenderers. The University reserves the right to consider the tenders of only shortlisted firms.
- 7) The Earnest Money Deposit (EMD) amounting to Rs. 50,000/- (Rupees Fifty thousand only) in the form of Demand Draft (D.D.) pledged in the name of Registrar, SMVDU is required to be enclosed along with the tender. The tender(s) received without the requisite EMD shall be summarily rejected. The EMD of the unsuccessful Tenderers shall be refunded immediately after finalization of Tender/Contract, whereas the EMD of the successful Tenderer will be treated as Security Deposit. However, the EMD of successful Tenderer, who, after issuance of the Annual Rate Contract, fails to provide the services within the time limit shall be forfeited and the firm shall also be blacklisted.
- 8) The Contract shall remain valid for a period of one (01) year from the date of issuance of Annual Rate Contract provided that the same may be extended by mutual consent for a further period as may be decided. The Contract may be subject to quarterly appraisal by I/c Transport, SMVDU and review by the Registrar, SMVDU. In case the services provided by the firm are found not satisfactory, the Contract shall be terminated even before the contractual period by serving a notice of not more than one (01) month to this effect.
- 9) The vehicles (Cars & Buses) must be registered in the State of Jammu and Kashmir and should not be more than five (05) years old. The vehicles (Cars & Buses) shall be properly insured and should carry necessary fitness certificate from concerned authority including pollution certificate.
- 10) There is no guarantee of hiring of any specific number of vehicles (Cars & Buses). The firm shall have to provide as many vehicles as may be required by the University from time to time. The daily basis vehicles will be demanded as and when required. The requirement of vehicles (Cars & Buses) may increase or decrease.
- 11) The rates may be quoted for Diesel / Petrol run vehicles (Cars & Buses) only. The University shall not pay overtime, driver's allowance, etc. over the approved rates.
- 12) The firm shall abide by the rules laid down by any competent authority relevant to deployment of vehicles. The firm shall provide Statutory benefits to the drivers as may be applicable and the University shall not bear any expenses / responsibility on this account, whatsoever. The firm will be required to pay the wages to the Driver as per the Minimum Wages Act applicable in the State of Jammu & Kashmir.
- 13) The dead mileage from garage will not be counted for daily mileage. It will be calculated from the University.

- 14) The firm shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repairs and maintenance, washing, etc. of the vehicles (Cars & Buses).
  - 15) The University shall not be responsible for any challan, loss, damage or any accident of vehicle or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the firm.
  - 16) In case of any breakdown of vehicles (Cars & Buses) on duty or absence of driver, the firm shall, within the shortest possible time make arrangement for providing another substitute vehicle / driver and in such a case, the mileage from the garage to the point of breakdown shall not be paid by the University. In case, the firm is not able to provide the substitute vehicle/driver, it will be open for the University to hire the vehicle at his own and the hire charges as per actual shall be deducted from the monthly bill in addition to the penalty levied as described in the tender document.
  - 17) The vehicles (Cars & Buses) shall be made available on all days including Saturday, Sunday and Holidays, as and when required by the University, even on short notice.
  - 18) The firm shall ensure that the drivers to be deployed with the vehicles (Cars & Buses) should have a minimum five (05) years of driving experience. The driver should have a valid commercial license for driving passenger vehicles on hire. The name and address of the Drivers alongwith copy of their respective Driving Licenses, duly verified from the Regional Transport Officer(s), shall also be submitted in the Technical Bid.
  - 19) The firm shall ensure that the drivers should be decent, well behaved and not having any criminal cases against them and also should not have a past history of accidents. The drivers should also be free from any virulent or contagious disease(s). The firm shall also produce the following in respect of all the drivers:
    - (a) Medical Fitness Certificate from authorized Medical Officer.
    - (b) Character Certificate from Police.
- The University, at any time, can intimate the firm to remove and replace any driver engaged by the firm, at its discretion. The drivers should not be below the age of 18 years.
- 20) The firm shall ensure that the drivers are not under influence of alcohol or any other intoxicants while performing their duties for the University. In no case, the drivers shall be allowed to smoke while driving the vehicles.
  - 21) The firm shall ensure that the drivers should strictly follow all the Traffic Rules and Regulations as prescribed by the Govt. Authorities. The University shall not be responsible for the reimbursement of any charges, charged by the Govt. Authorities for violation of any traffic rules and regulations.
  - 22) The firm shall ensure that all necessary documents (Registration Certificate, Valid Insurance, Permit, pollution Control Certificate, etc.) are in the personal custody of the drivers.
  - 23) The firm shall ensure that the drivers should keep the vehicle clean and odor free all the time.

- 24) The firm shall ensure that the drivers deployed by the firm should wear the uniform.
- 25) The firm shall ensure that the drivers should have mobile phone connectivity at their own cost.
- 26) The firm shall ensure that the drivers of the vehicles hired should not be normally changed. In case, there is a situation in which the driver is required to be changed, the University should be intimated in writing and permission must be obtained from the University well before the incumbent driver is changed.
- 27) The firm shall ensure to have adequate Insurance Policy in respect of all the drivers engaged by it towards meeting the liability of compensation arising out of injury / disablement / death at workplace and the University shall not be liable on this account, in any case.
- 28) That no right, much less a legal right shall vest in the tenderer's/contractor's drivers to claim/have employment or otherwise seek absorption in SMVDU nor the tenderer's/contractor's drivers shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the SMVD University. The drivers shall remain the employees of the tenderer/contractor and this will be the responsibility of the tenderer/contractor to make it clear to their drivers before deputing on work at SMVDU.
- 29) The Technical Bids of the tender shall be opened on **11.05.2017** at **2.30 p.m.** by the Tender Opening Committee in the presence of the tenderers, who may wish to be present themselves personally or through their representatives.
- 30) The absence of the tenderer or their representative shall not impair the legality of the tender opening procedures.
- 31) Initially the Technical Bids will be opened and scrutinized. The Financial Bids will be opened for those firms who qualify in the Technical Bid scrutiny. The firm(s), who meets all the requirements as per documents furnished, may be invited for full fledged display / to present the vehicles (Cars & Buses). The University shall not bear any cost for presentation of vehicles. The University may inspect the vehicles / visit the firm to ascertain the availability of vehicles. The decision of the University shall be final in this regard.
- 32) The date of opening of the Financial Bids shall be intimated by the University to the shortlisted firms through e-mail/telephone.
- 33) After detailed scrutiny of the Financial Bids, the Annual Rate Contract to provide vehicles (Cars & Buses) to the University shall be issued in favour of the lowest/suitable tenderer, whose vehicles have been agreed to the satisfaction level of the University.
- 34) The successful tenderer/contractor shall have to execute an Agreement on non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only) within a period of seven (07) days from the date of issuance of Annual Rate Contract, which shall be the guiding document for operation of the Contract to provide vehicles (Cars & Buses) to the University. The terms and conditions of the tender document shall also form part of the Agreement.

- 35) The successful tenderer/contractor will be required to furnish an additional Security Deposit amounting to Rs. 1,00,000/- (Rupees One Lakh only) in the form of D.D. pledged in the name of Registrar, SMVDU within a period of ten (10) days from the date of issuance of Annual Rate Contract. No interest shall be given on the Security Deposit. Any penalty/fines/compensation due from the tenderer will be deducted from the Security Deposit. The Security Deposit subject to deductions will be refunded two (02) months after successful completion of the Contract.
- 36) The successful tenderer/contractor, subject to fulfillment of all other formalities should be able to provide the vehicles (Cars & Buses) to the University within a period of ten (10) days from the date of issuance of Annual Rate Contract, failing which, the Contract may be awarded to the next lowest/suitable tenderer and the decision of the University shall be final in this regard.
- 37) The SMVD University reserves the right to cancel any or all the tenders including the termination of the Annual Rate Contract at any point of time, in case, the information/facts furnished by the tenderer in the submitted tender document are found incomplete/misleading/incorrect/false, etc. and also reserves the right to terminate the Annual Rate Contract of a successful tenderer without assigning any reason thereof.
- 38) If, in the opinion of the University, there is any defect or deficiency in the service or performance of Contract Agreement, the University may terminate the Contract or impose fine on the tenderer on each such occasion. Such fines will be deductible from the payment due to the contractor or security deposit as the case may be.
- 39) The firm shall ensure that the drivers shall maintain proper Log Books specifying the daily reporting and relieving time as well as daily opening, closing meter reading and other details as may be specified by the University. The firm, alongwith the monthly bill shall also submit the duly-filled Log Books signed by the respective requisitioning officer, on whose intimation the vehicle has been assigned. In addition to above, on daily basis, consolidated Log Book specifying the above mentioned should be submitted at the end of each month.
- 40) The firm shall ensure that a consolidated bill for the whole month shall be submitted by 7<sup>th</sup> day of the subsequent month for payment alongwith certificate of utilization from the requisitioning officer of the University. No advance payment shall be considered by the University. The payment shall only be released on monthly basis.
- 41) The University shall carry out surprise checks/inspections of the vehicles deployed by the firm and also any slackness/indiscipline/misbehaviour/poor turnout/non-obedience of instructions of I/c Transport, SMVDU, the University shall impose a penalty. The penalty for some of the defaults is enclosed as **Annexure-C**. In case number of such incidents being more than a reasonable limit in the opinion of SMVDU, the Contract shall be liable to be terminated without any notice or payment due thereof.
- 42) None of the drivers of the tenderer/contractor shall enter into any kind of private work within or outside the campus of SMVDU during working hours/days.

- 43) If there arises any dispute relating to Contract/Agreement, the same shall be referred to the arbitration by sole Arbitrator to be appointed by the Hon'ble Vice Chancellor of the SMVDU. The arbitration would be conducted and governed by and under the provisions of J&K Arbitration & Conciliation Act, 1997. Any legal dispute shall be subject to the jurisdiction of Jammu District Courts only and no other Court shall have the jurisdiction.
- 44) The issuing of tender document shall not constitute that the tenderer/contractor are automatically qualified.
- 45) In case of expiry of the term of the contract/agreement allotted in favour of the successful tenderer/contractor, the firm shall not withdraw the vehicles (Cars & Buses) provided by him at his own until he is permitted by the SMVDU to do so in writing.
- 46) The successful tenderer/contractor shall fully comply with all applicable laws, rules and regulations relating to Motor Vehicle Act, P.F. Act, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act and such other Acts or Laws, Regulations passed by Central, State and Local Govt. Agency or Authority.
- 47) The rates approved under the contract/agreement shall be valid for a period of 12 months from the date of Annual Rate Contract and there would be no increase in rates during the contract period except escalation of price in fuel.
- 48) The successful tenderer/contractor shall abide by all Laws of the land including Labour Laws, Company's Act, Tax Deduction Liabilities, Welfare Measures of its workers / employees & all other obligations that enjoin in such cases & are not essentially enumerated & defined herein, though any such onus shall be the exclusive responsibility of the tenderer, it shall not involve the SMVDU in any way whatsoever.
- 49) The successful tenderer/contractor will have to abide by the rules & regulations and conduct as decided by the University authorities.
- 50) The University reserves the right to accept/reject, at any stage of the process, any or all tenders submitted in response to this invitation for Tender, and / or to modify the process at any time without assigning any reason whatsoever and without any obligation or liability whatsoever.
- 51) The mode of submitting the Tender in Two Bid format shall be as under:
- (i) The First envelope shall contain the **Technical Bid** of the tenderer as per **Annexure-A** alongwith Tender Fee (Rs. 1,000/-) and Earnest Money Deposit (Rs. 50,000/-), both in the shape of Demand Draft and drawn in favour of "**Registrar, SMVDU**" payable at **Jammu**. The Tender No. & Date, Last Date for submission of Tender should be mentioned on the top of this envelope. The address, contact numbers and e-mail address shall be mentioned at the bottom of this envelope and the envelope shall be super-scribed as "**Technical Bid.**"
- (ii) The Second envelope shall contain the **Financial Bid** of the tenderer as per **Annexure-B** and shall be super-scribed as "**Financial Bid.**"

(iii) Both the envelopes shall be sealed in a big envelope and submitted to the **Registrar, SMVDU, Kakryal, Katra-182320 (J&K)** in person/by post. The big sealed envelope shall be super-scribed as **“Tender for Hiring of Vehicles”** due on **11.05.2017**. The Tender No. & Date, Last Date for submission of Tender should be mentioned on the top of this envelope. The address, contact numbers and e-mail address should be mentioned at the bottom of this envelope.

52) The tenders received after due date, time and place mentioned above shall not be entertained under any circumstances. If the tender is sent through post, it should be ensured that the cover should be intact at the time of reaching the destination without any damage or loss. The University shall not be responsible for any delay on account of postal services.

**Sd/-  
Registrar**