

Indira Gandhi National Tribal University, Amarkantak (M.P)



TENDER DOCUMENT
FOR
PROVIDING BUS SERVICES FOR TRANSPORTATION OF STUDENTS
AT
LALPUR CAMPUS, AMARKANTAK (M.P.)

Tender No. IGNTU/2019/BS/083 date: 21/01/2019

Cost of Tender Document	:	Rs 5000/-
Last Date for submission of Tender	:	20.02.2019
Date & Time for opening of Tender	:	21.02.2019 at 03.00 PM
Address for submitting Tender	:	Registrar, IGNTU, Amarkantak (M.P.) 484887.
Status of the Tenderer	:	Individual/ Pvt. Ltd/ Ltd

Tender submitted for the Route No. 4 i.e. IGNTU Campus to Rajendragram via Pondi-Pondki

This tender document contains 01 to 23 pages in 06 chapters.


Registrar
Indira Gandhi National Tribal University
Lalpur, Amarkantak, Distt- Anuppur (M.P.) 484887
Website: www.igntu.ac.in

Chapter – 1 (Introduction to Bidder)

INDIRA GANDHI NATIONAL TRIBAL UNIVERSITY

1. Sealed tenders (Two Bid System) are invited for **Providing Bus Services for Transportation of Students** from reputed firms with adequate capacity, experience and sound financial standing. Interested eligible bidders may download the Tender Document from the University website: www.igntu.ac.in on payment of non-refundable fee of Rs.5000/- through online payment in favour of “Indira Gandhi National Tribal University payable at Canara Bank, IGNTU, Amarkantak (A/C No. 6752101000027, IFSC: CNRB0006752)”.
2. **This tender is a two bid process. First, Technical Bid and Second, Financial Bid.** The **Technical Bid** shall contain the complete Technical & Commercial. The **Financial Bid** shall contain the Price Schedule & other financial Terms & Condition.
3. The Technical Bid and Financial Bid shall be placed in two separate envelopes duly superscribed **Technical Bid for Providing Bus Services for Transportation of Students for the route No. 4** and **Financial Bid for Providing Bus Services for Transportation of Students** respectively. Each of these two sealed envelopes containing the respective Bids shall carry on the face of it the Tender No., Name and Address of the Tenderer. Further the two sealed envelopes/covers shall be put into an OUTER COVER and sealed. The OUTER COVER shall only indicate the tender No. Name and dates of closing/opening prominently along with the address of University i.e. The Registrar, Indira Gandhi National Tribal University, Lalpur, Amarkantak, Anuppur, MP- 484887 & shall be **superscribed “Tender for Providing Bus Services for Transportation of Students”**.
4. The Technical Bid shall be opened in the presence of tenderers or their authorized representatives who may wish to attend the opening of tenders, in Conference Hall No-2, Administrative Block, Indira Gandhi National Tribal University, Amarkantak, M.P.
5. The Financial Bids will be opened at a later date for only those bidders whose Technical Bid fulfils the requirements of tender documents as mentioned in the Terms and Conditions of contract and meets all technical details contained in of this tender document.
6. The decision of the Competent Authority of the University shall be final and binding on the bidders.

The tender duly filled in and complete in all respect, along with all the above mentioned documents duly signed with seal on each and every page thereon should reach the Registrar, Admin Block, Lalpur, Amarkantak, Distt-Anuppur, MP- 484887 on or before the last date through **Speed Post/Registered post only**.


Registrar 21/1/19
Indira Gandhi National Tribal University,
Amarkantak (M.P.)

Chapter – 2 (Conditions of Contract)

1. Eligibility Criteria:

- i. The firms/ Transporter/ individuals can apply for the route as prescribed in table- 1. Further, the Transporter/ Contractor who own even a single bus can also submit his/their tender for the prescribed route, however the contract will be awarded on the basis of L-1 price as per Financial Bid. In case of partial supplier to the route requirement, the L-2 / subsequent bidders will be awarded at L-1 price.
 - ii. The vehicle to be deployed should be registered. The bidder should submit all the required documents of available offered vehicle as per tender document including Road permit within one month of award Work Order.
 - iii. If any bidder quote/offer for new vehicle (Newly purchased buses) then the bidder has to submit undertaking to deploy the offered vehicles within fifteen days from the date of issue of Work Order on non-judicial Stamp paper of Rs.100/- duly signed by Notary along with the Technical Bid of tender document, failing which the work order issued shall automatically be considered abrogated.
 - iv. While the vehicle should not be more than **three years old** on the date of issue of the tender. The bidder may quote latest model.
2. The Tender documents can be downloaded from the university **website: www.igntu.ac.in** before the last date on payment of non-refundable tender fee of Rs. 5000/- (Rs Five Thousand only) through online payment in favour of “Indira Gandhi National Tribal University, payable at Canara Bank, IGNTU, Amarkantak (A/C No. 6752101000027, IFSC: CNRB0006752)”. **UTR No./Deposit Receipt) Copy must be enclosed with submitted Technical Bid.**
3. **Earnest Money Deposit:** The Earnest Money (Bid Security) as prescribe in table 1 will be accepted in Indian Rupees in the form of Account Payee Demand Draft or payment through online in favour of “Indira Gandhi National Tribal University, payable at Canara Bank, IGNTU, Amarkantak (A/C No. 6752101000027, IFSC: CNRB0006752)” through its own account. The EMD of unsuccessful bidders will be returned at the earliest after expiry of the final bid validity as per rule **on the written request of the bidder**. No interest will be paid on EMD.

A. **Technical Bid: Part I** (Envelope No.1) should contain the following documents:-

- i. Earnest Money (Earnest Money be deposited as prescribed in table 1).
- ii. Receipt of submission of cost of tender document.
- iii. Issued tender document from this office duly signed by the bidder.
- iv. Copy of PAN Card.
- v. Service Tax Registration/ GST, if applicable,
- vi. Proof of having Vehicle in his own name i.e. copy of R.C. Book of existing vehicle.
- vii. Experience of operation
- viii. Undertaking as per Formats.

Following documents of offered vehicle, if available

- i. Vehicle R.C. Book of offered vehicles.
- ii. Fitness certificate of offered vehicles,
- iii. Valid Road permit of M.P. as required.

- iv. Valid first party comprehensive Insurance.
- v. Pollution Clearance certificate.
- vi. Valid Driver's license of heavy vehicle with permanent address. The driver should have minimum 5 yrs. Experience.

Offering new vehicles (Newly purchased buses), if all above documents are not available then an undertaking will have to be submitted by the tenderers that all required papers of as per Tender Document will be submitted) within fifteen days.

B. Financial Bid Part II (Envelope No.2) should contain only rate part.

- 4. The Bidder/Transporter should also submit an affidavit on non-judicial stamp paper duly executed by Notary, declaring that they have not been banned or debarred by Govt./Quasi Govt. or PSU's for similar nature of work.
- 6. Offer submitted/receipted through E-mail/Fax/by Hand will not be considered in any case.
- 7. All other details will be available in the tender documents. No postal transaction shall be accepted for obtaining tender documents.
- 8. The University reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Accepted

Signature with seal of the Bidder/Transporter

Address.....

TERMS AND CONDITIONS

1. The Vehicle will have to be made available for all the calendar days of the month excluding Sunday/Holiday. Hiring charges payable for engaging the vehicle on Sunday/Holiday, if required will be same as that for normal working days.
2. The bidder will arrange Driver having driving license for heavy vehicle and other one helper/staff in each bus. He will also arrange accommodation for his/her staff at his/her own cost. Female bus conductor is necessary in which girls are travelling.
3. Drivers shall have experience of not less than 5 years with valid Driving License to drive heavy vehicles on the date of submission of tender.
4. Vehicle shall be kept washed, cleaned and in excellent running condition, failing which the vehicle will not be engaged on duty. No payment will be made for KM run for repair/maintenance of the vehicle and also for the period during which the vehicle will be under repair/maintenance.
5. An affidavit certifying that the bidder is not involved in any criminal cases & not be any legal/police case against the vehicle or Driver or its substitutes or owner of the vehicle.
6. Any damage caused to the user or to the University's property or any other third party shall have to bear by the Bidder.
7. The outstation journey will be treated as normal duty for vehicles engaged on monthly basis. No additional payment will be made for out station duty.
8. The Speedometer and Odometer of the vehicle must be in working condition always. Whenever it is not in working condition, the vehicle will be treated, as out of service till such time the same is not put in working order.
9. **Accidents:** It is an unlikely situation, but in case of an accident of vehicle hired, no claim on account of damage to the vehicle, driver or damages to any third party shall be admissible by University. The liability of any such damage/loss will be of the bidder and University shall in no way be liable for any such loss or damage.
10. Driver should wear the uniform as per driver's norms. Safety wears and dresses are to be provided by the owner of the vehicle. Driver should always possess Identity Card which will be provided by University.
11. Compliance of all statutory provisions of State/Central including safety rules and other University's rules should be adhered to.
12. (i) All daily entries of the log book of the vehicle shall be made by the driver of the vehicle and the same shall be signed with date and time by the authorized officer with name and designation. The log book will be provided by the University. The driver will produce the log book to the Bus Management Committee for verification at the end of every month.
(ii) The driver will not be allowed to carry any unauthorized persons or material other than authorized persons it will be the responsibility of the successful bidder.
13. Driver and other staff of the vehicles should be paid as per Minimum Wages applicable from time to time.
14. The Bidder will be responsible for meeting all statutory obligation like registration of vehicles, road tax, fitness and comprehensive Insurance permit etc. of the vehicle. Bidder will also obtain permission for running the vehicle on hire basis from R.T.O. Any taxes or duties to be levied by the state/central Govt. during the currency of the contract/extended period are to be borne by the bidder. But entry tax of other state, tool tax and parking charges shall be paid extra on actual on production of original tax paid receipt of state transport deptt./respective authorized deptt.

15. The bidder will be responsible for all legal action by Police/RTO etc.
16. Any taxes or duties to be levied by the state/central Govt. during the currency of the contract/extended period are to be borne by the contractor.
17. The bidder shall comply with all the provisions of Motor Vehicle Act, 1988, rules, guidelines etc of Central/State Govt.
18. The Bidder has to submit permit/valid tax, fitness to ply on road, insurance etc. If the same is not available with the party, they should submit the same before start of work in instruction to bidders. That in case the vehicle is detained by R.T.O/ or any other state authority for any reason. The bidder shall make alternate arrangement without any financial implication to University. For the above reason i.e. in case where vehicle is detained or taken into custody by RTO/ or any other state authority if any liability arises to IGNTU, same shall be met by the Bidder and shall further undertake to keep University indemnified against all such losses damages penalty etc. In case IGNTU is made liable to pay any amount towards any losses, penalty etc. the same shall be recovered from the bills of the bidder and the bidder shall not make any objection.
19. **Fuel:-** The tenderer will make his own arrangement of Diesel.
20. **Payment:-**
 - i. The successful bidder will have to submit the bill on monthly basis on or before 07th of each month along with logbooks and other documents required for the payments. If the successful bidder will not submit monthly bills along with logbooks and other documents, a penalty of 1% of the bill amount will be deducted from the bills and contract may be cancelled.
 - ii. The payment will be made within 45 days after receipt of the bill with full details otherwise university will not be responsible for any delay in payment.
 - iii. The bidder will have to raise the bill in duplicate form and submitted to the Bus Management Committee for verification and further process.
21. **Deductions for non-availability of bus:**
 - (a) In case of any breakdown servicing of the vehicle/ maintenance of the vehicle proper substitute of the vehicle to the Management satisfaction will be provided by the agency immediately without any extra charge, failing which University will recover the additional amount due to hiring from alternative source in addition to the deduction of rental charge for the breakdown period.
 - (b) Availability of vehicle at the time of need by demanding officer must be insured, routine checkup/daily maintenance of the vehicle should be done by the owner during ideal time/hours, pre arranged after discussion with user.
22. Bidder must be the owner of the vehicle or a power of attorney holder of the vehicle or holder of authorization to run the vehicle under contract period.
23. Bus Management Committee of the University shall have the right to inspect the vehicle and enter inside of the vehicle at any time without notice.
24. The bidder shall keep the vehicle insured against fire, theft, accident and also 3rd party risk under comprehensive Insurance and punctually pay each premium as and when the same shall become due, copy of which may be submitted within 3 days to IGNTU.
25. IGNTU shall not be responsible/ liable for any kind of loss, injury & theft etc during the period of engagement of the bus.
26. The owner shall not use the vehicle for other purpose during the period of engagement of the bus and if it is come in the notice that the service provider is doing so a penalty of Rs 50000/- will be imposed for each circumstance.

27. Notwithstanding anything contained herein above, if the bidder fails and/or neglects to carry out any of the terms of the agreement thereby commit breach of the contract, the University shall have the right not only to terminate the agreement but also bring the dues of the transporter at its disposal after adjustment of University's dues, loss and damages, if any, suffered by the IGNTU due to such breach on the part of the bidder.
28. Any time concession or indulgence granted or shown on the part of the University will prejudice its right under this agreement.
29. **Fore-closer of Contract:** If at any time after acceptance of the tender, the IGNTU decides to abandon for any reason whatsoever, the IGNTU shall give notice in writing to that effect to the bidder. In the event of abandonment the University shall be liable to pay the Bidder at the rate of full amount for works executed up to the date of such abandonment.
30. **Settlement of Disputes:** It is incumbent upon the bidder to avoid litigation and disputes during the course of execution. However, if such disputes take place between the bidder and the department, effort shall be made first to settle the disputes at the University level. The bidder shall make request in writing to the Registrar for settlement of such disputes/claim with 30 (thirty) days of arising of the cause of dispute/claim, failing which no disputes/claims of the bidder shall be entertained by the University. If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.
31. **Termination of Contract:** The University shall, in addition to other remedial steps to be taken as provided in the conditions on contract, be entitled to cancel the contract in full or in part if the contractor:-
- a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the IGNTU then on the expiry of the period as specified in the notice.
- Or**
- b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the IGNTU then on the expiry of the period as specified in the notice in writing.
- Or**
- c) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the IGNTU, then on the expiry of the period as may be specified by the IGNTU
- Or**
- d) fails to comply with the terms and conditions of the contract. The IGNTU may be giving a writing notice, cancel the contract.
32. **Compliance of Labour Laws :** During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law, including rules, regulations, byelaws that may be passed or notification that may be issued under any labour law in further either by the State or Central Government or the local authority. The bidder shall make payments to its employee in strict observance of Labour Law, Minimum Wages Act and other statutory requirements with regard to ESI/PF/Gratuity etc. Any failure on the part of the contract in this regard will entail termination of the contract and forfeiture of the Security Deposits in addition to other penal action as per law.
33. **Security Deposit:**
- (i) Security Deposit @ 10% accepted in Indian Rupees in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment through online in favour of "Indira Gandhi National Tribal

University, payable at Canara Bank, IGNTU, Amarkantak (A/C No. 6752101000027, IFSC: CNRB0006752)".

(ii) Security deposit shall be refunded to the bidder on the expiry of one month from completion of the hiring period subject to IGNTU's right to deduct/appropriate its dues against the bidder under this contract or under any other contract.

(iii) During the contract period, if the bidder fails to fulfill the terms and conditions/instructions as stipulated in Annexure-I, II & VI, the contract will be short closed and security money will be forfeited.

34. On receipt of letter for acceptance of the tender issued by the University, the successful bidder shall execute/accept contract agreement/work order in the University's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract/accept the work order issued by the IGNTU within the specified period in the work order, shall entail the University to cancel the letter of acceptance of tender/work order and forfeiture of the earnest money. The written agreement/work order to be entered between the bidder and the university shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the agreement/work order is signed/accepted by both the parties i.e. Bidder and the University.
35. The smoke emission from vehicles shall be as per norms laid down by Motor Vehicles Act which is subject to change from time to time and should be of latest motor vehicle act. Nonconformity to the above specified limit of smoke emission may lead to imposition of suitable penalty. Recurrences of the incidents of nonconformity may also lead to termination of the contract of the vehicle.
36. Initially the vehicle will be hired for 12 (**twelve**) **months** only but after successful operation and satisfactory performance, the hiring of vehicle may be extended at the discretion of the Employer for further specified period at the same rate, terms and conditions.
37. IGNTU reserves the right to terminate the contract any time without assigning any reason thereof.
38. **Fall Charge:-** It will be a condition of the contract, if finalized that all through the period of the said contract, the rate of which the service will be given shall not exceed the lowest rate charged by you to any other agency. In the event of rate going down you shall promptly supply such information to enable the University to amend the contractual rate for subsequent service.
39. **Penalty Clauses:** Deduction on account of unsatisfactory services and improper maintenance of the bus @ four times of average cost will be deducted from the monthly bills for, but not limited to each of the following reasons without proper justification.
 - i Not providing the service on any day.
 - ii Missing of trip on any day (frequent missing trip will attract higher penalty including cancellation of contract.)
 - iii. Non availability of Conductor on the buses.
 - iv. Non maintaining the bus neat and tidy.
 - v. Providing bus not conforming to the requirements specified in this document.
 - vi. Misbehavior by Driver / Attendant / conductor.
 - vii. Over speeding.
 - viii. Non adhering to the time schedule.
 - ix. Failure to bring back all students who were dropped in the morning.
 - x. Non availability of complaint / suggestion / logbook in the bus.

For the penalty amount to be recovered in respect of above, the Competent Authority will be final authority in this regard and his decision shall be final and binding on the transporters.

40. Compliance of SA: 8000 & OHSAS:18001:

Contractor will not deploy child labour, Forced Labour or Home Worker; and not encourage Young Workers. But if the same is unavoidable, bidder will comply with the following policy strictly:-

- a) No Young Worker is engaged at the expense of his / her education.
- b) The total work, schooling and transportation time of the Young Worker does not exceed a combined total of 10 hours per day.
- c) No female young worker is engaged during night hours and Male Young Worker is engaged during night hours only if he specifically consents.

Bidder will provide safe and healthy workplace environment to all employees including clean, safe if provided and respecting right of employees to leave workplaces when they see any imminent serious danger.

- Freedom of employed persons to pursue their union activities as per law.
- Not discriminating any employed person on social and personal account.
- Not allowing inhumane disciplinary actions on any employed person.
- Ensuring adequate working–hours, remuneration and social security payments to all employed person as per law.
- All requirements of SA: 8000 & OHSAS: 18001 shall be complied by the bidder.
- Bidder shall participate in SA monitoring activities as and when required by the IGNTU.

41. If the bidder does not perform properly as per the terms and conditions of the contract or in case of breach of the contract, Competent Authority may consider debarring the bidder for future tender for the appropriate period.

42. It is the responsibility of the bus contractor to ensure that bus driver / conductor should allow only those passengers to travel through their bus who are having university Bus Pass issued by IGNTU.

43. The bidder shall have to provide the quoted buses only to the University and no other buses shall be acceptable. Failing which the EMD shall be forfeited and blacklisted in the University.

Accepted

Signature with seal of the Bidder/Transporter

Address.....

Chapter – 3 (Schedule of Requirements)

REQUIREMENTS

Sealed Tenders (under two bid system) are invited from reputed resourceful firms/individuals having ownership registration etc to undertake the following work/service at Indira Gandhi National Tribal University, Amarkantak, Lalpur, Campus as detailed below:

TABLE-1

Route	Details	No. of Vehicles Required	Detail of Earnest Money Deposit (EMD)
Route 4	IGNTU Camps to Rajendragram via Pondi, Pondki (52 Kms – To and fro)	52 Seater - 02 buses	Rs.150,000/-

Registrar
Indira Gandhi National Tribal University,
Amarkantak (M.P.)

Chapter – 4 (Specifications and allied Technical Details)

TECHNICAL BID

Tender for Providing Bus Services for Transportation of students

The bidders have to mention the routes applied for as per details mentioned in Table -1 –

Route No. 4 : IGNTU Campus to Rajendragram via Pondi - Pondki

Sl. No.	Particulars	Mention Details
	Details of Earnest Money Deposit (please attach the Bank details)	
01	Name, Complete Address and Phone nos. of the firm with email	
02	Name of the proprietor/partner(s)/ Pvt. Ltd / Ltd.	
03	Name and Designation of the authorized signatory	
04	Whether receipt of Application Fee of Rs. 5000/- (Rupees Five Thousand Only) is enclosed	
05	Annual Turnover for the IGNTU (enclosed evidences) i. 2014-15 ii. 2015-16 iii. 2016-17	
06	Whether capable and agreed to submit the Security Deposit as mention in tender document , if work order is awarded	
07	Copy of PAN Card enclosed	
08	Whether copy of Registration Certificate of Service Tax/ GST enclosed	
09	Whether Fitness Certificate, Pollution Free Certificate, Registration, Insurance for each vehicle.	
10	Details of current/ previous contracts providing transport bus service in Govt. / PSUs (enclosed copies of contracts)	
i	a. Name of the organisation	
	b. Contact person name & telephone No.	
ii	a. Name of the organisation	
	b. Contact person name & telephone No.	
iii	a. Name of the organisation	

	b. Contact person name & telephone No.			
11	Details of Bus (Attach photocopy of RC of each vehicle)			
	<i>Vehicle No</i>	<i>Model/ Year of Manufacture</i>	<i>Make/ Type of Vehicle/Mileage done</i>	<i>Seating Capacity</i>
i				
ii				
iii				
iv				
v				
vi				
vi				
vii				
12	Please attach latest Fitness Certificate in respect of all vehicles from RTO			
13	Please attach copies of permit in respect of all vehicles			
14	Please attach all the copies of documents in respect of the information provided above which is must			
15	Details of litigations pending, if any			

I confirm that I have read the tender document and understood that in case of any of the statement(s) furnished in the bid is found to be false OR any of the terms and conditions of the tender are not complied with the empanelment is liable to be cancelled and the earnest money deposited shall be forfeited. I agree that the decision of IGNTU in this regard would be final and binding on the bidder.

Date :

(Name & Signature of the Bidder with Seal)

Chapter – 5 Price Schedule (to be utilized by the bidder)

Financial Bid

Tender for providing 02 buses 52 seater

Route – 04 i.e. IGNTU Camps to Rajendragram via Pondi, Pondki (52 Kms – To and fro)

Sr. No.	Particulars	
01	Name of the IGNTU/ Firm	
02	Registration No. of vehicles (Please note that prior approval needs to deploying another vehicle)	1) 2)
03	Rate per Kilometer	In figure Rs. In words Rupees
05	Total (IGNTU Camps to Rajendragram via Pondi, Pondki (52 Kms – To and fro)) per bus for 22 days	

Note: The bidder is not allowed to change the vehicle during contract period except unavoidable circumstances.

Date;

Signature

Name

Address

(Seal)

Chapter – 6 (Other Standard forms)
PARTICULARS OF TENDER DOCUMENTS
(TO BE FILLED IN BY THE TENDERERS)

Sl. No	Description	Particulars
1	Route No. 4 i.e. IGNTU Campus to Rajendragram via Pondi - Pondki	
2	Tender Notice No.	
3	Name of Bidder	
4	Present Address	
5	Permanent Address	
6	Banker's Details of the bidder	
	(i) Bank Account No	
	(ii) Type of Account	
	(iii) Name of Bank	
	(iv) Address of Bank	
	(vi) I.F.S.C. Code of Bank	
7	Earnest Money Detail	
8	Status of firm	
10	Partnership deed if applicable	
11	Name of Partners who are having Power of Attorney	
12	Any other information that the tenderer may like to give.	

Signature with seal of the Bidder/Transporter
Address.....

ANNEXURE-II

1. All offers should preferably be typed offer. Erased or overwritten documents may be rejected. All correction must be authenticated with tenderers' signature. Tender shall be submitted in two separate sealed envelopes super scribing clearly, envelope nos. correct address, name of work and tender notice number. Technical Bid should contain all the documents as mentioned above in the tender document.
 - (a) The **Bus** should have valid permit to ply on road of M.P. If the same is not available with the firm, they should submit an affidavit that they will submit valid permit before start of work failing which IGNTU will have full right to cancel the work order.
 - (b) The Bus should have valid licence of Vehicle fitness, Road permit, Insurance, Pollution Certificate & Fire Extinguisher etc before start of work, failing which the payments shall not be considered.
 - (c) The bidder shall return the original terms and conditions duly signed & stamped each page as a token of acceptance of all the terms and conditions given in (Annexure-I&II) failing which the bid shall be rejected summarily.
2. **Tender thus submitted shall consist of the following:**
 - i) Complete set of tender documents as sold, duly filled in and signed on each and all pages at different places with seal as required of the tender documents of the tenders as per the tender notice as applicable.
 - ii) Self attested copies of Proof showing ownership status of the firm: Partnership Deed, Articles of Association, Proof of Registration with Registrar of Firms/Companies an affidavit regarding proprietorship.
 - iii) Self attested copies of Power of Attorney in case the tender is signed by an authorized representative of the tenderer.
 - iv) Affidavit on non-judicial stamp paper, duly countersigned by the Notary, as enclosed in Annexure –III.
 - v) Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed cover.
 - vi) Documentary evidence of fulfillment of eligibility criteria & copy of RC book of existing vehicle in his name.
 - vii) Documentary evidences of comprehensive insurance, Pollution Control Certificate, registration, valid road tax, Driver's driving license of offered vehicle, if available or affidavit.
 - viii) Documents submitted along with the tender shall be final. No further correspondence with regard to completeness of documents submitted shall be made. Supplementary documents shall not be accepted unless they are asked for by the IGNTU.
 - ix) The date of opening of **Financial Bid** of the tender shall be communicated in due course after consideration of **Technical Bid**.
 - x) The bidder shall quote a fixed & firm rate in Financial Bid. The rate quoted by the tenderer shall be inclusive of all cost towards wages for Driver and other staff, spares, consumable repairs, insurance, contingencies overhead, profits and all statutory taxes etc.
3. Corrections where unavoidable, shall be made by crossing out and rewriting attested with full signature and date by the bidder. Erasing or over-writing in the tender documents may disqualify the tender.
4. The tenderer shall closely study all terms and conditions which govern the rates for which he is tendering.

5. The IGNTU does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons.
6. **Canvassing**:- Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable to rejection.
7. If the tenderers deliberately give wrong information in their tender and create circumstances for acceptance of the tender, the IGNTU reserves the right to reject such tender or rescind contract at any stage, forfeit EMD and other dues of the contractor & to take other actions as may be deemed fit.
8. An intending bidder, after obtaining tender documents on payment having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender, a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if required shall be issued by the official inviting tender to all the firms who have purchased the tender documents such addendum shall be considered to be a part of the tender document & shall be binding on the IGNTU and the tenderers.
9. The validity period of the tenders shall be 06 (six) months from the date of opening of Part-I bid. The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or vary the tender on any terms thereof without consent in writing. In case the tenderer violates to abide by this, the University will be entitled to forfeit the Earnest Money and reject the tender.
- 10 The University reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
11. The Earnest Money shall stand forfeited if the conditions as stipulated below are not fulfilled by the tenderer:-
 - i) The authenticity of any document submitted by tenderer is found doubtful and fraudulence is established after inquiry and verification by the department.
 - ii) If the tenderer either withdraws his tender or fails to respond within the validity period.
 - iii) If the work remains un-commenced for one month from the date of issue of Work Order.
12. Offer submitted/receipted through E-mail/Fax will be ignored.
13. **EVALUATION OF TENDER:** (A) On opening of Technical Bid of the tenders, the following shall be checked for deciding eligibility for opening of Price-Bids.
 - i) Cost of Tender document deposit.
 - ii) Earnest Money Deposit in the prescribed form.
 - iii) Power of attorney of the person signing the Tenders if applicable.
 - iv) Ownership/ Authorization/ Power of attorney of the vehicle.
 - v) Model of the Bus to be deployed should not be more than **three years old on the date of issue of tender document.**
 - vi) There must not be any police/legal case against the Vehicle or Driver, or substitute or owner of the vehicle. If applicable, service tax registration certificate to be provided within one month of issue of work order & a self declaration in this respect to be submitted in the form of affidavit or of the firm does not come under purview of service tax rule self declaration is to be submitted in the form of affidavit.
 - vii) Proof of experience.
 - viii) Affidavit on non-judicial stamp paper as per annexure- III.
 - ix) Proof of ownership of minimum single vehicles and copy of R.C. Book.

- x) Copy of R.C. Book, Ist party comprehensive Insurance, Road Tax, Fitness certificate, pollution certificate, drivers license for the offered vehicle, if available or an undertaking in the form of affidavit will have to be submitted by the tenderers that all required papers as per tender document will be submitted within one month of issue of work order. Driver should have minimum 5 years experience along with valid driving license.
14. The successful bidder has to follow the safety guidelines as per the enclosed **annexure- VI**.

Accepted

Signature with seal of the Bidder/Transporter

Address.....

NON JUDICIAL STAMP PAPER OF Rs.100.00

AFFIDAVIT

1. I,Partner/Legal Attorney/Proprietor/Accredited Representative of M/s solemnly declare that:
2. I/ We are submitting tender for the work against Tender Notice No.dtd.
3. (a) Myself or our partners do not have any relative working in the University.
(b) I/We do have relative working in the University. (in case any relative is working in IGNTU, their name should be specified with relation with the contractor, designation and place of posting to be indicated)
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct & true and binding to follow the instructions and safety guidelines as mentioned at Annexure vi in the tender documents.
5. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
6. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and action as deemed fit may be taken against me/us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of our firm and all Partners of the firm etc.
7. I/We shall abide by EPF Clause of Tender Document and ensure implementation. Provision Act 1948 and allied scheme framed there under / EPF Scheme in respect of the workers deployed by me/us.
8. I/we have Service Tax/ GST Registration as per latest format. **OR** Service Tax/GST Registration is not applicable to me/us.
9. I/we shall abide by the provisions of OHSAS:18001 and SA:8000.

Seal of Notary

Date

Signature of the Bidder

(Rs.100/- Non-judicial Stamp paper)

UNDERTAKING

(Only applicable of bidder those who have offered New Vehicle)

This deed of undertaking executed on this..... Day of 2018 andby (Name of bidder/Contractor) S/O residing at..... duly executed as an undertaking in favour of Registrar, IGNTU Which terms shall mean and include its successors, administrators, heirs and assigns. Whereas Indira Gandhi National Tribal University, Amarkantak (M.P.) invited bids for Hiring of buses for transporting of students from route mentioned above to the University Campus and back with an approximate running distance mentioned above on the basis of monthly rent and charges of running Kms for 11 months. I/We participated in the bidding process and emerged as successful bidder with respect of Tender Notice No.....dt....., I/WeAcknowledge that I/We have fully understood and are aware of the terms & conditions of the Tender Notice and do hereby unequivocally and unconditionally undertake and declare that:-

(1)I/We..... shall comply with terms & conditions of tender documents to deploy the offered vehicles alongwith all essential certificate/documents of the offered vehicle within one month from the date of issue of Work order.

(2) I/We shall submit copy of booking receipt/purchase order/bill of procurement of chassis/offered vehicle within one month of issue of work order.

(3) In the event I/We fail to deploy/provide the offered vehicle(s) within the time specified above, we undertake to compensate the loss & damages, if any to the University & further University shall be at liberty to take appropriate action as per tender documents and rules prevailing in University.

In witness whereof this undertaking has caused on the..... Day.....month of..... year.

Date:

Place:

(Signature)

Name with seal of
bidder:.....

GUIDELINES FOR TRANSPORT FACILITIES IN EDUCATIONAL INSTITUTE

1. Exterior of the Bus

- a. Buses should be painted yellow with name of the Institute written prominently on both sides of the bus so that these can be identified easily.
- b. "School bus" must be prominently written on the back and front of the bus carrying students. If, it is a hired bus, "On School Duty" should be clearly written.
- c. Details of the Driver (name, address, license number, badge number) and Telephone no. of the institute or owner of the bus, Transport Department's Helpline number and Registration number of the vehicle shall be displayed at prominent places inside and outside the bus in contrast colour. It is to be clearly visible to all the passengers in the bus and to the public so that in case of necessity, the authority/ police or other authorities can be informed.

2. Interior of the Bus

- a. The windows of the bus should be fitted with horizontal grills and with mesh wire.
- b. The doors of the bus should be fitted with reliable locks that can be locked.
- c. The school authorities must ensure that emergency exit doors are installed in each school bus.
- d. The buses should be fitted with speed governors with maximum speed limit of 40 km/ph.
- e. The authorities should ensure that every bus should possess two fire extinguishers of ABC type of 5 kg capacity having ISI mark. One of which should be kept in the driver's cabin and second near the emergency exit door. Similarly, training should be given to the driver, conductor and lady attendant/guard to operate the fire extinguisher.
- f. The seats of the bus must be of non-combustible materials for safety of students.
- g. Global Positioning System (GPS) and CCTV arrangement should be made compulsorily in each school bus. It shall be ensured by the owner of the bus that the GPS and CCTV thus installed, is kept in working condition at all the time.

3. Manpower in the Bus

- a. Institute should designate one Transport Manager who will be entrusted with the responsibility to ensure the safety of students travelling by school bus. Name and contact details of the Transport Manager of the institute must be prominently displayed outside and inside the bus.
- b. The driver of the bus shall possess a valid driving licence and must have minimum five years of experience of driving heavy vehicles.
- c. In addition to the driver, there shall be a conductor, holding a valid licence, deployed in each bus, and his qualification, duties and functions should be in consonance with the provisions in Rule 17 of Motor Vehicles Rules, 1993.
- d. Provision shall be made by the authorities for at least one well-trained lady attendant, preferably a lady guard, in each bus, to attend the students travelling in the bus, who will ensure safe travel of the students during the entire journey and also render adequate assistance for safe boarding and de-boarding of the students.
- e. The authorities are also directed to voluntarily evolve an arrangement, as far as possible, that in each bus at least one parent should be present, who would oversee the conduct of the driver and other staff present in the bus during the journey. This step would ensure that safety measures

are complied with in letter and spirit and the driver drives carefully.

- f. Under no circumstances any outsider except the bus driver, conductor, the authorized well trained lady guard and one parent of wards, shall be allowed to board the school bus.

4. Facilities in the Bus

- a. The bus must have a First Aid Box and drinking water.
- b. To keep the school bags safely, there shall be a space fitted under the seats or at a convenient place inside the bus.
- c. The buses shall be fitted with alarm bell and siren so that in case of emergency everyone can be alerted.
- d. The bus shall not be fitted with curtains or glasses having films.
- e. The bus shall have sufficient white lighting inside the bus.
- f. Activities inside the bus should be visible from outside whenever the bus is plying on road.

5. Permits

- a. Institute shall not own or hire any transport service which does not have valid permit or do not fulfill the requisite permit conditions prescribed by the State Transport Departments.
- b. There should be valid Insurance of the school bus as well as passengers in the bus as per "The Motor Vehicles Act 1988".
- c. Medical checkup regarding the physical fitness of the driver including eye testing shall be made every year. Fitness certificate issued by the competent authority shall be obtained as per the safety standard under "The Motor Vehicles Act 1988".
- d. The driver, who has been challaned more than twice in a year for any kind of offences which inter alia include red light jumping, violation of lane discipline or allowing unauthorized person to drive, cannot be employed by the authorities.
- e. The driver who has been challaned even once for the offence of over speeding, driving dangerously or for the offences under section 279, 337, 338 and 304A of the Indian Penal Code or under POCSO Act, 2012 cannot be employed by the authorities.
- f. The driver shall be dressed in the uniform of grey trouser and jacket or as prescribed by the State Transport Department with his name plate along with name of owner of the bus distinctly embossed.
- g. The bus shall be driven by a driver having valid public service vehicle badge with photograph issued by the State Transport Department.
- h. Periodical fitness certificate regarding roadworthiness of the school bus shall be obtained as per "The Motor Vehicles Act 1988".
- i. Any authority and/or the driver of the bus found to have violated the provision of "The Motor Vehicles Act 1988" and the rules framed there under as well as of the directions of the Board, State Government and the Courts must be penalized.
- j. In case of hired buses, the authorities shall enter into a 'valid' agreement' with the owner / transporter of the bus and the driver of the bus shall carry a copy of such agreement.

- k. The record having details of the students ferried indicating the name, class, residential address, blood group, points of stoppage, route plan should always be kept in readiness with the bus conductor inside the bus.
- l. Whenever a contract carriage is used for carrying the school children, the owner of the vehicle must give intimation to the local police station as well as the concerned District Traffic Police Authority clearly indicating the name of the driver and particulars of the vehicle etc.
- m. The bus drivers are restricted to use mobile phone **while driving** the bus and are restricted to have interactional with the students and bus staff beyond a limit.

6. Arrangements to be made by the authorities

- a. The authority shall ensure that the doors of the buses shall remain shut while the bus is in moving condition.
- b. They will ensure that the buses halt only at bus stops designated for the purpose and within the marked area.
- c. The authority shall make safe arrangement for boarding and de-boarding of students from the bus.
- d. The bus will remain in stationary mode while boarding and de-boarding of Students from the bus.
- e. Refresher training course with a view to fine-tune and increased proficiency of driving shall be imparted to drivers of the bus periodically i.e. twice in a year.
- f. No driver shall be allowed to drive the bus in a drunken condition. Regular check up in this regard shall be undertaken by the authorities. In case of any suspicion, the driver of the bus must be subjected to 'Medical Test' immediately and appropriate action including action for cancellation of the driving licence shall be undertaken.
- g. The contractor must provide one mobile phone in each bus so that in case of emergency the bus can be contacted or the driver / conductor of the bus can be contact the Police, State authority and the authority.
- h. The authority shall ensure that the buses are not permitted to over-take any four wheeler while carrying the students.
- i. The authority shall ensure to train the students to maintain discipline while boarding, commuting and de-boarding the bus so that no one gets hurt.
- j. The authority shall make necessary arrangements for parking of the buses inside the campus at the time of boarding and de-boarding of students.
- k. In case it is not possible to park the buses inside the campus, the buses must be parked in such a way so that it does not create any traffic hazard for other vehicles.
- l. Periodic feed-back from students using Transport facility with regards to driver/conductor be taken and records are to be maintained.
- m. The authority should encourage the students to conduct programs through play, exhibition etc. during the Road Safety Week to create the awareness in public.

Date:

Signature

Name

Address

(Seal)