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NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER)  
DEPT. OF PHARMACEUTICALS, MINISTRY OF CHEMICALS AND FERTILIZERS, GOVT. OF INDIA  
NEAR IDPL, BALANAGAR, HYDERABAD-500037

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**NOTICE INVITING TENDER**

PUR/NIPER-HYD/CONS/164/2021

Date: 21-Apr-2022

NAME OF WORK: **HIRING OF 50-SEATER BUS (Quantity-02) FOR ONE YEAR.**

Sealed tenders are invited in 2 bid system i.e. 'Technical Bid' and 'Price Bid' for the above work from COMPETENT bidders. Tenders shall be received in TenderBox kept at Main Security Gate at NIPER Hyderabad, Near IDPL, Balanagar, Hyderabad, Telangana 500037 upto 14.00 hrs. on **05-May-2022** and only Technical bid shall be opened on the same day ie. On 05-May-2022 at 15.30 Hrs. Price bid shall be opened after acceptance of Technicalbid later on.

The price bid of only those contractors shall be opened who qualify in the Technical Bid. The 2 bids should be enclosed in separate sealed envelopes. The two envelopes shall be enclosed in another sealed envelope. The 2 envelopes shall be super-scribed 'Price Bid' & 'Technical Bid' for identification. This sheet should be enclosed along-withthe Technical cum commercial bid.

**Tender document issued to/down loaded by:**

Name of Bidder:

Full Address:

Contact Phone No.:

e-mail address:

Fax No.

(Sign, seal & date of issuing authority)

**:IMPORTANT:**

*The bidders are directed to remain in touch with our website for amendments/ updation etc. They are especially directed to view our website two days before the due date of opening, beyond which no amendments shall be made. In case of amendment, the amended tender document shall be treated as final and previous document shall stand superseded.*

**HIRING OF 50-SEATER BUS (Quantity-02) FOR ONE YEAR for NIPER Hyderabad.**

**IMPORTANT DATES**

Sl. No.	Event	Date	Time
1	Commencement of Bidding	21-Apr-2022	1200hrs
2.	Site visit / Clarification of tender document	04-May-2022	1700hrs
3.	Last date & Time for bid submission	05-May-2022	1400Hrs
4.	Opening of Technical Bid	05-May-2022	1530Hrs
5.	Opening of Commercial Bid (Only for technically qualified bids)	06-May-2022	1200Hrs

**NAME OF WORK: HIRING OF 50-SEATER BUS (Quantity-02) FOR ONE YEAR.**

**TECHNICAL BID**

(PART 'A')

***PART A: TECHNICAL DETAILS (QUALIFYING REQUIREMENTS) (1 PAGE ONLY)***

The bidders are required to provide information about the following and enclose copies of appropriate documents.

<b>Sl. No.</b>	<b>Description</b>	<b>Essential/Desirable</b>	<b>Details (To be filled in by the contractor)</b>
1.	Providing & operating of 50-seater bus ( <b>Model 2020 or later</b> ) along with Driver	Essential	
2.	Valid labour license in case of 20 or more workers (Enclose copy)	Desirable	
3.	Copy of valid PF Regn. (Enclose copy)	Desirable	
4.	Copy of valid ESI Regn. (Enclose copy)	Desirable	
5.	Contact details (for day to day liaison): a) Name of Contact person b) Address of Contact person c) Land line and Mobile numbers d) E-mail address e) Fax number	Essential	
6.	Copy of PAN (Also please enclose copy of last 3 Financial years' I.T. Return)	Essential	
7.	Copy of Service Tax/ GST Regn.(PAN based), Trade License (copy to be attached)	Essential	
8.	Signatures, date & seal on all pages of the Technical & commercial bid	Essential	

NIPER-Hyderabad may demand original certificates to be shown to verify the photocopies.

**Note:** Non-Fulfillment of any/all of the above requirements can entail disqualification of the bidder.

All the above conditions accepted

(Sign, seal & date of Bidder)

**PART B – COMMERCIAL BID-TERMS & CONDITIONS OF CONTRACT**

Tenders are invited for the above work, details of which are as mentioned in the Price Bid.

1. The bidding is in two stages i.e. (i) Technical Bid (ii) Price Bid.
2. The Price Bids of only those bidders will be opened who qualify the first stage.
3. Bidders are requested to comply with requirements like PF Registration, ESI Registration, Labour License, Trade License etc.; if the appropriate authorities raise any such requirement/claim/challan, the contractor will have to fulfill all requirements for the which, no financial burden shall be passed on to NIPER-HYDERABAD. The full burden will have to be borne by the contractor.
4. The successful bidder will have to furnish copies of RTO Registration, RC Book showing the model, ownership, seating capacity, tax paid, road worthiness, Fitness Certificate, PUC Certificate, insurance etc. on any day before placement of the bus. In case these documents are readily available, they can be furnished along with this technical cum commercial bid. In case successful bidder is unable to provide the required bus within the stipulated time, the offer can be treated as withdrawn and EMD may be forfeited along with other actions for suspension of business dealings in line with the guidelines of NIPER-HYDERABAD.
5. Item Sl. No. 2 of price bid shall become applicable on a monthly billing cycle only if the logged KMs during the billing cycle of one month exceed **900 KMs per bus**. This implies that the item Sl. No.2 will not be reckoned on a day to day basis.
6. The bidders are required to quote their **rates in the price bid format enclosed herewith. (There should be no cutting or over-writing in the price bid)**. The rate should include cost of Fuel, Driver, Registration, Insurance, Depreciation, Repair and Maintenance, Taxes, Duties, Profit & All Other Incidental Charges.
7. Payment will be made on the basis of actual days of deployment & Kilometers completed to different places. The initial meter reading shall be taken on reporting for duty at NIPER-HYDERABAD (HOSTEL/OFFICE). The Final meter reading shall be the meter reading at the point of completion of duty or at NIPER-HYDERABAD (HOSTEL / OFFICE).
8. The timing of the deployment of the bus can be changed by NIPER-HYDERABAD management depending upon the exigencies of work and seasonal variations. However, the total working hours shall not exceed 12 hours per day. No additional payment would be permissible for change in timings. On rare occasions, the working hours may be increased beyond 12 hours. However, payment will be regulated according to kilometers logged. Compensatory equal time off can be availed by the driver/conductor on mutually convenient date and time. No additional payment shall be permissible for such extra duty hours.
9. In case the contractor is unable to provide the vehicle for 12 hours on any particular day, NIPER-HYDERABAD shall have the right to make appropriate deductions which are either listed in the price bid format or which may be deemed fit for such a lapse. NIPER- HYDERABAD also reserves the right to deduct a suitable penalty amount for repeated lapses or deliberate mismanagement.
10. The bus should report for duty for all working days. In case contract is short closed as per T&C No.11, the payment will be made till last day of the month in which the contract is closed. This condition is however subject to satisfactory fulfillment of all other terms & conditions.

11. The **validity of the contract** shall be **One Year**. The contract can be terminated by any of the parties at any point of time by giving One Month notice, in which case no compensation shall be admissible for the uncompleted period of the contract.

12. The Lowest Bid (L-1) will be decided based on the rates quoted by vendors in Sl. No. 1 of Price bid (Part B of tender document) on monthly basis.

13. The successful bidder will have to deploy the vehicle within one week time of receiving Work order.

14. **Performance Security Deposit (PSD):**

Security Deposit will be collected from the successful tenderer. The rate of Security Deposit will be 3% of the value of the Contract. However, the rate of percentage of P.S. is subjected to changes from time to time in accordance with OM NO. F-9/4/2020-PPD dated 12.11.2020 and its subsequent amendment(if any) as issued by D.O.E, under MoF, GOI.

Security Deposit may be furnished in any one of the following forms:

- (i) Pay Order, Demand Draft in favour of NIPER Hyderabad.
- (ii) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of NIPER Hyderabad.
- (iii) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c NIPER Resource payable at Hyderabad, duly discharged on the bank.
- (iv) Security Deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be collected before Start of the work and the balance 50% may be recovered from the running bills.
- (v) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- (vi) The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be Subject to hypothecation or endorsement on the documents in favour of NIPER Hyderabad.

However, NIPER Hyderabad will not be liable or responsible in any manner for the collection of Interest or renewal of the documents or in any other matter connected therewith. Successful bidder will pay the stamp duty on security deposit as per government rules.

15. The monthly bills will have to be submitted in the format of the price bid adding thereto a column for amount. The deductions table will have to be filled up by the contractor with each bill. The pool supervisor will make appropriate necessary corrections before forwarding the bills for payment. Bills not submitted in the standard format, will not be accepted for which the contractor will be held responsible.

16. The contractor will have to raise monthly bills for the service rendered; these bills shall be scrutinized by NIPER Hyderabad before payment. Failure to submit the bills within 3 months of the service rendered can disqualify the contractor from any claims. NIPER Hyderabad shall not be responsible for making any payment for which bill has not been raised/submitted to NIPER Hyderabad.

17. The vehicle will be parked at our NIPER Hostel/ Office for which suitable place will be provided.

18. The driver should be well dressed in the uniform of the contractor. He should possess valid & suitable driving license at all times and should be a person of good moral character.

### **DEDUCTIONS:**

19. The vehicle will usually be deployed 12 hours a day. Appropriate relieving drivers/overtime will have to be provided by the contractor to give leave to the drivers. In case of preventive maintenance/breakdown of the vehicle, alternative vehicle will be allowed. In case vehicle is not deployed by the contractor on any particular day, a penalty equal to minimum daily payable amount (not less than 50 KMs/day) shall be deducted from the monthly bill. In case this is repeated, NIPER Hyderabad may resort to more stringent penalties including termination of contract.

21. The driver of the vehicles should be well behaved and courteous with NIPER Hyderabad students/faculty/staff. In case of misbehavior by the driver, a penalty of up-to Rs.500.00 can be imposed for each there are multiple repetitions with a particular driver, he may have to be changed.

22. The contact person mentioned in Part-A of this bid will have to meet the concerned Officer at least once every fortnight for obtaining feedback about the operation of the bus. The instructions issued by the Officer will be noted down by the contact person in two copies, one each for the contractor and NIPER Hyderabad. Non-reporting in any fortnight can result in a penalty of Rs.100/- for each lapse. Similarly the contact person will meet the transport executive once every alternate month and discuss the issues for smooth running of the contract. Failure to comply with this provision can result in a penalty Rs.500/- for each lapse. A plate/paint indicating "ON NIPER-HYDERABAD DUTY" will have to be provided both on front & back of the bus.

23. Failure to report at the specified time can result in a penalty of Rs.50/- for each lapse subject to maximum 1 hour late, beyond which the penalty shall be Rs.500/-. In case of habitual late coming greater penalty can be awarded. A weekly off can be given on a day convenient to NIPER Hyderabad Management.

24. No unauthorized person should be allowed to travel in the vehicle when on NIPER-Hyderabad official duty. Failure to comply with this provision can result in penalty equivalent to 50% of trip value.

25. One set of cleaned & ironed white seat covers will have to be provided. In case of failure to do so, NIPER Hyderabad will get the same prepared and deduct the amount from the bills apart from recovering a penalty of Rs.500/-.

26. The driver will have to be provided with a mobile phone. He will keep the mobile phone charged and in fully operative condition. Failure to keep/keep ON the phone would entail a penalty of Rs.50/- per day subject to maximum Rs.500/- per month.

27. In case of breakdown of the vehicle on any day, another similar vehicle will have to be provided. In case of failure to provide another similar vehicle, a penalty of Rs.500/- per day will be imposed. This will be allowed only for maximum 7 days, after which management reserves the right to terminate the contract at the risk & cost of the bidder.

28. The vehicle will have to be maintained by the contractor in good running condition which includes at least the following:

- (i) Minimum noise of engine and body while running
  - (ii) Tyres with proper treads.
  - (iii) Inflated stepni Working headlights, tail lamps, indicators, speedometer, milometer, temperature indicator etc.
  - (iv) Proper paint on the outside.
  - (v) Good condition of bumpers
  - (vi) Upholstery in good condition including washed and ironed white seat covers.
  - (vii) Proper locking of all doors
  - (viii) Proper closing and opening of all windows.
  - (ix) Dusting of dashboard, rear board, matting, windscreen, windows and body.
- Failure to maintain the same would invite penalty @ 2% of bill for each failure for the duration of the failure/lapse.

29. The contractor has to ensure that filling of the fuel in the vehicle is done from the Petrol Pump situated nearby NIPER Hyderabad. In case it is found otherwise, penalty of Rs.250/-per occasion can be deducted from the contractor's bills.

30. The bidder will have to maintain a logbook provided by us and the signature(s) of the authorized person to travel will have to be obtained to certify the trips; failure to obtain the name & signature can deprive him of payment for the trip. The logbook will be the Company's property and your driver has to keep it in the safe custody. No unauthorized person should be allowed to travel in the vehicle when on NIPER-Hyderabad official duty. Failure to comply with this provision can result in non-payment of the trip.

#### **SPECIAL:**

31. Contractor/Operator will have to fulfill all legal obligations regarding minimum wages, PF, ESI, Pollution norms, Motor Vehicle Act, Service tax etc. as may be applicable to him. The vehicle should have valid taxi permit issued by R.T.O. Hyderabad. The vehicle must be comprehensively insured for driver, passengers & the third party for the period of the contract.

32. The contractor has to abide by all laws, rules & regulations applicable to this type of work. Ignorance of the same does not entitle him to any concessions or claims.

33. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and Conciliation Act, 1996 and the rules made thereunder. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Organisation. The award of the arbitrator shall be final and binding on both the parties. The venue of the

Arbitration shall be at Hyderabad (Telangana) in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Hyderabad court.

34. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Hyderabad Court only.

35. The Contractor has to make an agreement with NIPER Hyderabad in the format prescribed only on Rs.100/- Non-Judicial Stamp Paper.

36. In case of non satisfactory performance of the contract, NIPER Hyderabad shall have a right of forfeiting the security deposit.

37. The contractor shall compensate NIPER Hyderabad for any loss or damage to the plant/property, material of NIPER Hyderabad due to his workmen/representatives' negligence or otherwise during execution of work contract.

38. The contractor shall get the character & antecedents of his own labours verified from District Magistrate's office and intimate the same to the management before deploying them to work.

39. NIPER Hyderabad reserves the right to accept or reject any or all offers without assigning any reason(s). The dispute arising out of or in relation of this agreement shall be referred to arbitrator, appointed by NIPER Hyderabad, who may be a serving/retired Sr. Officer or any other person of repute whose award shall be binding on both the parties to the agreement. In case any of the parties decides to obtain relief from the court, the dispute arising out of this agreement shall be subject to Hyderabad jurisdiction.

I HAVE READ AND UNDERSTOOD ALL THE TERMS & CONDITIONS ABOVE. ALL TERMS & CONDITIONS ARE ACCEPTED.

(Sign/Seal & Date of Issuing Authority)

(Sign, seal, date, address, tel. of bidder)



**NAME OF WORK: HIRING OF 50-SEATER BUSES (QTY-02) FOR ONE YEAR.  
PRICE BID (1 PAGE Only)**

**PART-B**

**SCOPE OF WORK**

IMPORTANT: Contractor is advised to read the technical cum commercial bid also before quoting

Sl. No.	Description	Estimated Quantity	UNIT	Quoted rate Rs. <b>ON MONTHLY BASIS</b> (to be filled in by the Bidder)
1.	Providing & operating of 50-seater bus (Model 2020 or later ) well maintained for 12hours a day i.e. from 8.00 AM to 8.00 PM along- with well dressed driver, white seat covers, fuel, all legal clearances from RTO, Labour authorities, Insurance cos. etc. for transporting of students of NIPER Hyderabad.	02 Vehicles for all working days of a month.	Upto 30 Kms Per day per bus	
2.	Running of above bus beyond 900 Kms/month		Per Km	
3.	Market price of DIESEL on the date of tender opening (for diesel price variation clause) not for comparative statement	01	LITRE	(Market Rate to be Filled up here) Rs. ....../Ltr.
<b>DEDUCTIONS FOR</b>				
1	Not providing vehicles on a day	Refer Cl. 20 of the Terms & Conditions	Each day	(-) 50 Kms x rate quoted/accepted for Sl.No.1
2	Misbehaving/loose/harsh talking with students/staff	-do- (Cl.21)	Each occasion	Upto (-) Rs.500/-
3	- Not reporting for fortnightly meeting with NIPER Officer - Not reporting for monthly meeting with Transport Executive (every alternate month)	-do- (Cl.22) -do-	Each lapse -do-	(-) Rs.100/- (-) Rs.500/-
4	- Failure to report at the specified time subject to a maximum of 1 hour late -Beyond 1 hour late	-do- (Cl.23) -do-	Each lapse -do-	(-) Rs.50/- (-) Rs.500/-
5	Carrying un-authorized persons on NIPER-HYDERABAD duty	-do- (Cl.24)	Each occasion	50% of trip value
6	Failure to provide one set of cleaned & ironed white seat covers	-do- (Cl.25)	-do-	(-) Rs.500/-
7	Failure to keep/keep ON the mobile phone	-do- (Cl.26)	Per day	(-) Rs.50/-/day subject to a max. Rs.500/- p.m.
8	Not providing another vehicle in case of breakdown	-do- (Cl.27)	Per day	(-) Rs.500/-
9	Not maintaining vehicle in good condition	-do- (Cl.28)	Duration of the lapse	(-) 2% of the bill
10	Non-filling of fuel from petrol pump nearby NIPER-Hyderabad	-do- (Cl.29)	Per occasion	(-) Rs.250/-
11	Non-maintaining the log book properly	-do- (Cl.30)	Per trip	Non-payment of the trip

(Sign, seal, date, address, tel. of Bidder)

All the terms & conditions accepted