

INVITATION NOTICE FOR EMPANELMENT AND RATE CONTRACT FOR HIRING VEHICLES ON MONTHLY AND AS ON REQUIRED BASIS



INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY)
VARANASI - 221005

Tender Notice No. : IIT(BHU)/IPCell/Vehicle/2022-23/153

Dated : 20/06/2022

LAST DATE OF SUBMISSION OF TENDER 11th July, 2022 UPTO 15.00 Hrs

DATE OF OPENING OF TENDER 12th July, 2022 AT 16.00 Hrs

Address for submission of Tender:

The Registrar
Institute Purchase Cell
Indian Institute of Technology
(Banaras Hindu University)
VARANASI – 221005

Email: ipcell@itbhu.ac.in

**INVITATION NOTICE FOR EMPANELMENT AND RATE CONTRACT FOR HIRING
VEHICLES ON MONTHLY AND AS ON REQUIRED BASIS**

Tender Notice No. : IIT(BHU) / IPCell/Vehicle/2022-23/

Dated : 20th June 2022

EMPANELMENT AND RATE CONTRACT FOR HIRING VEHICLES

The Institute invites rates from reputed, experienced and registered travel agents / service providers for hiring of vehicles (Small Car e.g. Swift, Baleno, Wagon-R and the like / Sedan e.g. Ciaz, Dzire, Honda Aamaze, Indigo and the like / SUVs e.g. Fortuner, Creta and the like / MUVs e.g. Innova, Innova Crysta and the like). Interested firm / agency registered in Travel Business may send their offer on the prescribed format (**Annexure – II**) along with supporting documents in sealed envelope.

The sealed tender duly super scribed “TENDER FOR EMPANELMENT AND RATE CONTRACT FOR HIRING VEHICLES” mentioning Tender Notice No. **IIT(BHU) / IPCell/Vehicle/2022-23/ dated 20th June, 2022** in bold letters on the top of the envelop should reach on or before **11th July, 2022 up to 15.00 Hrs** in the office of the **Registrar, Institute Purchase Cell, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005**.

Instructions to Bidder (ITB):

You are requested to kindly go through the detailed Terms & Conditions mentioned below and overleaf and submit your most competitive bid applicable to Educational and Research Institutes/IITs.

1. Your GST registration number, PAN number.
2. Conditions of supply and terms of payment.
3. Please give undertaking as per Annexure-I.
4. The offer must be submitted in single bid system.
5. No Tender is to be handed over to any of our staff/ any other person.
6. Tenders/Quotations must be sent sufficiently in advance on or before the due date and time.
7. The Bank/RTGS detail must be submitted along with the quotations/Tenders on the letter head.
8. All communications related to this tender should be addressed to the undersigned only.

Terms & Conditions

The offer must comprise of the following failing which it will be treated as non-responsive hence rejected:

1. **Price:** The bidder needs to quote the price in price bid format (Annexure-II) after giving the discount offered to IIT (BHU) being a premier Academic Institution.
2. **Taxes and Levies:** Taxes as applicable should be mentioned clearly in percentage (%) and in exact Figure. If No Tax is mentioned it will be presumed that the Price is inclusive and the Bidder is responsible for all Tax related Compliances. Statutory Levies will be accepted on production of valid documents.
3. **Validity:**
 - i. **Quote:** The validity period of the offer should be clearly specified. It should be at least for **180 days** from the last date of submission of quotations.
 - ii. **Contract:** The contract will be signed for one year and may be extended as per need of the Institute and performance of the service provider.
4. **Delivery Terms:** Our standard Delivery Terms is FOR, IIT BHU, Varanasi destination

Campus. Rates should be quoted accordingly.

5. Hired vehicle must be available for 24 x 7 for 365 days **with the best condition**.
6. In the case of damage vehicle during journey the alternate arrangement must be done without any cost to the Buyer.
7. **Vendor must have office in Varanasi.**

8. Payment:

Payment will be released through bank RTGS transfer/Cheque, after performing satisfactory journey. The payment will be released after statutory deductions. For the payment, the firm has to submit bill(s), bank details/cancelled cheque etc. to the office of the Department.

9. **Cancellation:** IIT BHU, Varanasi reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof.
10. In case of cancellation of order due to Non-compliance of the Terms and Condition and Breach of the Contract, No compensation will be paid towards progress of order/procurement.
11. Documents Comprising the Bid:

The following documents are to be submitted as per the tender document:

- I. Copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
- II. Copy of duly signed Annexure I.
- III. Copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid;
- IV. Other documents, if any.
- V. Signed copy of Price Bid as per Annexure II

12. Resolution of Disputes

1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
 2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
 3. In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.
 4. For any dispute, the place of jurisdiction shall be **Varanasi**, Uttar Pradesh, India only.
13. The Institute shall notify the lowest rate for each category / parameter and hire the vehicle as per approved rate from any of the participating bidder ready to provide vehicle on such rates.
 14. Hiring of the vehicle shall not be limited to participating bidders only and Institute shall on its discretion may consider other vendor also willing to provide vehicle on the approved rates.
 15. The approved rate will be valid for 1 year and may be extended for further one year or so.
 16. The bidder should clearly quote the rate with Driver & without Driver for monthly retainer ship basis at Sl. No. 11 & 12 of Annexure-II.

17. Termination for Default

1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written

notice of default sent to the Supplier, terminate the Contract in whole or part:

- If the Supplier fails to deliver any or all of the Goods or Services within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant. or
 - If the Supplier fails to perform any other obligation(s) under the Contract.
 - If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

18. Force majeure:

Force Majeure will be accepted on adequate proof thereof.

19. Award of Contract :

- i. IIT (BHU) shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- ii. If more than one BIDDER happens to quote the same lowest price, IIT (BHU) reserves the right to award the contract to more than one BIDDER or any BIDDER.

The Institute Reserves The Right To:

1. Reject the supplies already made, if not found up to the mark. Thorough checking may be adopted to test the correctness of the supply of vehicle. In such an event further action may call to conform or discard the supply.
2. Cancel this Tender at any point of time without assigning any reason thereof.
3. The Institute also reserves the right to reject the bid of any participated bidder
4. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (a) If the Supplier fails to provide the vehicle within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser.
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. To reject any or all the offers without assigning any reasons thereof.
6. All disputes are subject to “*Varanasi Jurisdiction*” only.
7. The decisions of the Institute in all respect shall be final and binding on all.
8. The Institute reserves the right to ask the successful bidder to produce all the original documents submitted along with the bids for verification at any point of time. During the verification of the document, if it is found that the bidder has concealed/falsified/fabricated any information, the bid and/or purchase order will be cancelled and action including blacklisting will be taken against the bidder as per norms of the Institute.
9. Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The Institute shall not be responsible for any delay or lost in transit etc.**

The Chairman
Central Purchase Committee
IIT(BHU) Varanasi

DECLARATION

(On the letter head of the firm submitting the bid)

1. I,.....Son /Daughter of Shri.....
..... Proprietor/ Partner/ CEO
/MD/ Director/ Authorized Signatory of M/s. ----- am
competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and subsequent amendments, if any and hereby convey my acceptance of the same.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.
6. The prices quoted in the price bids are subsidized due to academic discount given to IIT (BHU), Varanasi.
7. We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/Govt. Department/Public Sector Undertaking in the last three years.

Signature of the Authorized Person

Date: -----

Place: -----

Full Name -----

Company Address with Seal

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender/ Work: -

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - I

TO BE RETURNED WITH QUOTATION

UNDERTAKING

WE HEREBY UNDERTAKE THE FOLLOWING:

1. The GST levied is as per Govt. of India norms amended from time to time.
2. The vehicle offered shall be of the best quality along with accessories, workmanship and their supply will be strictly in accordance with the technical specifications and particulars as detailed in the quotation.
3. In case of damage of vehicle the same should be replaced with another vehicle of same type and specified condition without any cost to the Buyer.
4. The information furnished by us in the quotation is true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions including amendments, if any of this tender and agree to abide by them.

Authorized Signatory

(Seal)

ANNEXURE – II
(Price Bid)

Sl. No.	Particulars	Kms	Small Car		Sedan		SUVs		MUVs	
			Non-AC	AC	Non-AC	AC	Non-AC	AC	Non-AC	AC
1.	Per Km rate for local run									
2.	Per Km rate for outstation run									
3.	Half day disposal *									
4.	Full day disposal *									
5.	Night haltage **									
6.	Detention per hour <i>(beyond 4 Hrs please specify the maximum detention charges)</i>									
7.	Airport to IIT(BHU) and vice-versa									
8.	Pt. Deen Dayal Upadhyay railway station to IIT(BHU) and vice-versa									
9.	Varanasi Cantt Railway Station to IIT(BHU) and vice-versa									
10.	Banaras railway station to IIT(BHU) and vice-versa									
11.	Hiring on monthly retainer ship with Driver <i>(Upto 50 Km per day)</i>									
12.	Hiring on monthly retainer ship with- out Driver <i>(Upto 50 Km per day)</i>									

- * Please specify number of hours and km
- ** Please specify the timings.

Note: 1- Please submit your detailed terms & conditions.

2- Please mention time regarding availability of vehicle in **URGENCY** and **Normal** requirement.

3- Please submit the list of reputed organizations, alongwith their satisfactory performance certificate (if applicable), where you have provided services.

4- Govt. levy e.g. GST, Toll Tax etc shall be payable extra.