



Indian Maritime University
Mumbai Port Campus
(A Central University Govt. of India)
Hay Bunder Road, Mumbai -400033

Tender No. IMU-MPC/Vehicle Hiring/2018/06 Dated: 18th Jan. 2018

TENDER NOTIFICATION

Sealed tenders are invited from reputed and established Vehicles/Bus/Minibus operators for hiring of **40 seater bus/minibus/tempo traveller** on monthly basis for INDIAN MARITIME UNIVERSITY, Mumbai Port Campus.

The Tender Document can be downloaded from the university website www.imumumbai.com. The last date for receiving tender is **13:00 Hrs. on Friday, 12th February, 2018.**

Sd/-
Deputy Registrar (Admin)
IMU - Mumbai Port Campus

Clause-1 Introduction

The Indian Maritime University, Mumbai Port Campus, a Central University under the Union Ministry of Shipping, Govt. of India invites bids under two cover system for "**Hiring of 40 seater bus/minibus/tempo traveller on Monthly basis**" to meet the daily need of pick up and drop off facility required by the IMU staff and students.

- 1.1 **The contract for hiring of the 40 seater bus/minibus/tempo traveller will be initially for a period of one year. However, the contract may be extended for a further period up to one year (on year to year basis and upon mutual consent) at the same terms and conditions only if the service of the contractor is found to be satisfactory.** The interested parties/ service providers may submit their bids in the prescribed application forms along with prescribed Technical Bid as per **Statement 1** and Price Bid as per **Statement 2**.
- 1.2 The bid document can be downloaded from IMU website www.imumumbai.com.
- 1.3 The Technical bid shall be enclosed with Demand Draft in favour of the "**Indian Maritime University, Mumbai Port Campus**" payable at **Mumbai** for **Rs.30,000/-** towards Earnest Money deposit (EMD). The EMD should remain valid for a period of 45 days beyond the final tender validity period.
- 1.4 The Bid Document shall be addressed to:

Deputy Registrar (Admin)
IMU - Mumbai Port Campus,
Indian Maritime University, Mumbai Port
Campus, Hay Bunder Road, Mumbai-
400033.
- 1.5 The bids must be sent only by Registered/Speed Post or through Special Messenger so as to reach latest by **13:00 Hrs. on 12.02.2018**. The complete bid document may be dropped in the Tender box kept inside the Mumbai Port Campus Admin Building ground floor for this purpose. Late bids shall not be accepted under any circumstances.
- 1.6 The Technical Bid (Statement 1) and the Price Bid (Statement 2) should be sealed by the bidder/service provider in separate covers duly *super scribed* and both these sealed covers are to be put in a bigger cover which should also be **duly sealed and duly super scribed**. The outer envelope must be *super scribed* "**Tender for Hiring of 40 seater bus/minibus/tempo traveller on Monthly basis**". The EMD demand draft should be enclosed with the technical bid. Bids received after specified date and time will not be considered.
- 1.7 The technical bids will be opened by the Tender Committee on **13.02.2018 in IMU, Mumbai Port Campus at 11:00 Hrs.** in the presence of bidders or with the representatives of the bidders, who may wish to be present.

One representative of the bidder duly authorized will be permitted to attend the bid opening. The bids will be opened at the specified time and date in the tender document regardless of bidders present. Hypothetical/Conditional/ Incomplete bids will be summarily rejected.

- 1.8 Liquidated damages: The successful tenderer shall commence the service within 07 working days from the date of receipt of the work order. Any delay in commencement of service beyond 07 days from the date of receipt of the first order will attract penalty of Rs.4000/- per day or part thereof till the commencement of the service. If the successful tenderer failed to commence the service within 07 days from the date of the receipt of the first order, the University shall terminate the contract and EMD deposited by the successful tenderer shall be forfeited.
- 1.9 Penalty: If there is any disruption (or) non-performance of service due to any reason whatsoever, the following penal charges will be levied:-
- a) Rs.2,000/- towards penalty for each day.
 - b) In addition to the above, the hire charges for those days will not be paid besides recovery of charges incurred by IMU, if any, on account of deficiency of service.

Clause-2 General terms and conditions

- 2.1 The Vehicle to be provided should have been purchased on or after 01.01.2014. The vehicle should have been duly registered with Transport authority and without pending any authentic documentation.
- 2.2 Vehicle will be solely under the administrative control of Indian Maritime University, Mumbai Port during the hiring period. The route of the vehicle and schedule for pick up and drop off for IMU staff will be provided after finalization of tender.
- 2.3 The Contractor has to be registered with the GST Department and should submit a copy of Registration Number in the valid format.
- 2.4 The rates to be quoted are to be filled in all columns in the proforma given at **Statement 2**. The rates quoted shall be fixed and valid for one year from the date of award of contract, irrespective of the increase in fuel rates, if any, occurring during the currency of the contract.
- 2.5 The earnest money deposit of all the unsuccessful tenderers will be returned as early as possible after issue of the work order to the successful tenderer. No interest shall be paid on the Earnest Money Deposit.
- 2.6 **Forfeiture of Earnest Money Deposit:** The earnest money deposit will be forfeited if the Contractor/service provider unilaterally withdraws the offer or unilaterally amends, impairs or rescinds the offer or does not commence the service as per the work order/contract award letter within the period of its validity after assigning the reasons for the same.
- 2.7 The contractor will have to submit a written undertaking of acceptance of all the terms and conditions of this tender.

- 2.8 The contractor/service provider shall replace with the alternative vehicle of good condition during the Maintenance / Repairs of the vehicle.
- 2.9 Duty Slips in duplicate copy to be printed and serially numbered by the contractor/service provider as per the prescribed format of IMU and the contractor/service provider should ensure that at the end of duty for the days, the duty slips are completed and signed by the IMU officials and a perfect log book of the trips has to be submitted duly countersigned by the IMU official concerned and a parallel copy of the log book must be maintained and tallied on a weekly basis.
- 2.10 The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and the misbehavior of Driver while on duty shall be viewed seriously and attract levy of penalty or leading to even cancellation of contract.
- 2.11 Service Provider / Contractor shall not engage any inexperienced and/or of person below 18 years of age or any person with bad character and antecedent.
- 2.12 Indian Maritime University reserves the right to cancel the contract if service provided by contractor/service provider is found to be unsatisfactory.
- 2.13 **Security Deposit:**
- (a) Within 7 days of the successful Bidder's receipt of notification of award, the successful Bidder shall furnish a Security Deposit of @10% of the tender value for the work order issued, in the form of an A/C Payee Demand Draft. The EMD already paid can be adjusted against the Security Deposit.
- (b) The Security Deposit will be discharged by the IMU and returned to the Service Provide not later than 90 days following the date of completion of the Service Provider's performance obligations.
- (c) The proceeds of the Security Deposit shall be payable to the IMU as compensation for any loss/(es) resulting from the failure of the Service Provider to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by IMU for delays/default/failure on the part of the Service Provider.

Clause- 3 Terms and conditions of Contract

- 3.1 All costs including repairs and maintenance, running costs, fuel, lubricants, salaries of Drivers, taxes, etc. necessary for the running & maintenance of vehicles shall be borne by the contractor/service provider.
- 3.2 Contractor/Service Provider shall be responsible for the good conduct of the Drivers employed and if at any point of time any Driver is found to be working against the interests of the university, the said Driver should be withdrawn and substituted by a fresh Driver to the university immediately.

- 3.3 All hired vehicles shall be under University's control and shall be parked in designated locations of the Indian Maritime University, Mumbai Port Campus when not in use during the period of hiring.
- 3.4 Vehicles should be fitted with needed accessories to drive on State and National highways including during the nights with Fog lights where ever necessary.
- 3.5 Vehicles should also be fitted with Towing hook.
- 3.6 Contractor/Service Provider shall obtain vehicle fitness certificate from competent authority, Vehicle registration, comprehensive insurance and payment of road tax etc. on time without disturbing the service of the University. Alternate vehicle shall be provided during such period.
- 3.7 The Contractor/Service Provider shall be responsible for all liabilities and keep the University wholly indemnified against any action, suit, cost, damages, charges and expenses arising how-so-ever out of the operation of the vehicles.
- 3.8 The University has the right to enter into parallel multiple contracts for hiring of vehicles/Drivers with one or more service providers during the contract period without assigning any reason thereof.
- 3.9 Driver(s) should always carry all necessary valid documents like Registration papers, Insurance papers, Pollution under Control (PUC) clearance, RTO tax payment papers, valid driving license and all other documents that should be kept in the vehicle, as per applicable rules & regulations of applicable laws. The driver should be provided a mobile phone by the contractor and the vehicle should be fitted with GPS facility.
- 3.10 In case of breakdown/accident of the vehicle, the contractor/Service Provider shall, within two hours provide another vehicle at no extra cost. The University shall have absolute right to charge Rs.2,000/- per day, if the vehicle is not provided within two hours, failing which the vehicle will be hired from the open market and the expenses incurred there on will be deducted from the monthly bill of the contractor.
- 3.11 In case of any accident to the vehicle, it will be the responsibility of the contractor/service Provider or his representatives (Drivers) to lodge FIR etc. with police authorities. All RTO issues and Traffic violations shall be taken care of only by the contractor/service provider at the same time alternative vehicle should be provided to IMU-MPC without hampering the services to the later.
- 3.12 Drivers should carry sufficient cash for parking charges & toll taxes. **Parking charges & toll fee may be claimed in the monthly bill.** The price bid must be quoted only after taking into consideration all charges involved in undertaking the contract.
- 3.13 Lodging, boarding, transportation of Drivers shall be solely the contractor's responsibility.

- 3.14 In the event of Driver not being in presentable dress, not behaving properly, engaging in rash or unsafe driving, the University shall have right to expel or discontinue his services. No charges shall be paid for such days and services.
- 3.15 Monthly bill shall be submitted in duplicate to the authority specified in the contract along with photo copy of the logbook duly signed by the controlling officer in duty slip and payment will be processed on a monthly basis. Duty slip in duplicate copy to contain
1. Proper signature on invoice/duty slip.
 2. Name and designation of the officer for whom the vehicle was engaged
 3. Details of the place visited and date.
- 3.16 The following condition should be followed strictly :
1. The vehicle should be neat and clean.
 2. The vehicle should be fully loaded.
 3. The driver should be in proper uniform.
 4. The bills should be submitted within 10 days of the next month.
 5. No advance payment will be made.
- In case of non fulfilling above conditions, a penalty of Rs.500/- will be imposed on each occasion
- 3.17 **Every Bidder should note that the IMU is situated at Hay Bunder Road, Mumbai - 400033. The Calculation of hours / distance should commence from the time and place of reporting of vehicle at IMU, Hay Bunder Road or IMU designated places and not from garage to garage. The price should be calculated and quoted cautiously to avoid misrepresentation rate.**

Clause- 4 Terms of Payment

- 4.1 No advance will be paid to the Service Provider.
- 4.2 Monthly bills shall be submitted in duplicate copy to the authority specified in contract, along with photo copy of logbook duly signed by the controlling officer in duty slip and payment will be processed on a monthly basis. The Contractor is required to submit the bills (complete in all respect) on or before 10th Day of every month and the payment in respect of the bill so raised, shall be released within 15 days. However, the incomplete bills will be returned for rectification and modified bill has to be re-submitted on every such occasion. Contractor/Service Provider will submit along with monthly bills that he has deposited the ESI/PF to the respective authority. Contractor/Service Provider shall submit the receipt of deposited ESI/PF along with the next month bill(s).

Clause- 5 Termination

The University may, without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts in the event of the following:

- (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by the University.

(b) If the contractor fails to perform any other obligation(s) under the contract.

In case the Contract has to be terminated, one month advance notice in writing shall be given by either side.

Clause- 6 Jurisdiction

All disputes arising out of this contract shall be subject to the jurisdiction of Mumbai Port in the Mumbai High Court.

Clause- 7 Technical Eligibility Conditions for Bidders

7.1 The Contractor/Agency should at least own 03 vehicles **(40 seater and above capacity bus/minibus/tempo traveller)** in running condition purchased on or after 01.01.2014 at the time of bid submission and vehicles registered as 'Commercial Vehicle'.

[*Mode of Proof:* Copy of Registered Certificate of the Vehicles showing that the Bidder is the owner of the vehicle; the date of purchase of vehicle and a copy of the Vehicle registered as 'Commercial Vehicle'].

7.2 The Bidder should have at least 03 years experience in the business of providing vehicles on 'Hiring basis to Central/State Government Departments/Public Sector Undertakings/Universities/Companies/Corporate sectors etc. since April 2014 or earlier:-

[*Mode of Proof:* Copy of Hiring of vehicle order/Contract showing that the Bidder had carried out similar work on or before April 2014 (or) Copy of Profit & Loss Account & Balance sheet of the bidder for the last 03 Financial years authenticated by Chartered Accountant (or) copy of Income Tax return for the last 03 years should be enclosed with the Technical bid].

7.3 The Bidder should NOT have been debarred or blacklisted by any Government Department / Agency in the past 03 (three) years on account of fraudulent or corrupt practices or inefficient/ineffective performance.

[*Mode of Proof:* The bidder should submit an undertaking for this]

***The Bidder must possess ALL the above Minimum Qualifying Criteria. If he does not possess even one of these, he shall stand disqualified and his bid will be rejected.**

Clause- 08 Tender Evaluation Process

8.1 The Technical Bids will be opened at 11:00 pm on 13-02-2018.

8.2 The IMU shall have the right to call upon the bidders to explain/ substantiate/prove the various claims made by the Bidder and if satisfactory explanation/proof is not forthcoming, the IMU reserves the right to treat the claim as 'Not Proved' and ignore it.

8.3 The schedule for opening of Price Bids of Technically qualified eligible bidders shall be decided later by the Tender Evaluation Committee and the same would be intimated to the technically successful bidders.

8.4 The bidder should fill all the columns in the Price Bid failing which the Price Bid will be summarily rejected.

8.5 The IMU shall issue a separate Work Order for the Vehicle to the successful bidder giving him 7 working days time to furnish the Security Deposit and execute the contract with IMU in the prescribed format.

8.6 IMU reserves the right to accept any bid under this tender in full or in part or to reject any bid or all bids without assigning any reason.

Clause- 9 Relationship Certificate

The bidder should give a certificate, that none of his/her near & blood relative (as defined below) is not a member of the bus hiring tender committee working in the Indian Maritime University, where he is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firms, certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. If there is a breach of any of these conditions by the bidder, the tender will be cancelled and Bid Security amount will be forfeited at any stage, whenever it is noticed and IMU shall not be liable for any damage to the Service provider. The Service provider will also be debarred from further participation in the Indian Maritime University.

The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family

(b) Spouse

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is "I.....s/o.....r/o..... hereby duly certify that none of my relative(s) as defined in the tender document is/are member of the bus hiring committee in Indian Maritime University, as per the details furnished in the tender document. In case at any stage, it is found that the information given by me is false/ incorrect, Indian Maritime University shall have the absolute right to take any action including termination of contract or as deemed fit/without any prior intimation to me."

Tender for Hiring of Vehicles
Statement No.1
Technical Bid

(Covering Letter to Accompany Technical Bid)

Tender No. IMU-MPC/Vehicle Hiring/2018/06

Dated:2018

From

Name & Address of the Bidder

To
The Director,
Indian Maritime University, Mumbai Port Campus,
Hay Bun

der Road, Sewri,
Mumbai - 400033.

Sir,

We are a -----

[Introduce your company and its activities with particular reference to your experience in providing Vehicle on Hiring basis. Also furnish particulars of your registration with various statutory Tax authorities in not more than 400 words].

2) We hereby submit our Bid for Hiring of **40 seater bus/minibus/tempo traveller** on Monthly basis.

3) We have enclosed a Demand Draft bearing No..... dated.....for Rs.500.00 towards the cost of the Bid Document and another Demand Draft bearing No. Dated for Rs.30,000.00 towards Earnest Money Deposit (EMD) in the name of the **Indian Maritime University, Mumbai Port Campus** payable at **Mumbai**.

4) We have read and understood and hereby agree to all the terms and conditions stipulated by the IMU in this tender including the Evaluation Criteria of Price Bid, the Time line for delivery, Payment Terms etc.

5) We certify that all the particulars furnished in our Bid are true and correct and based on documentary evidence. We understand that if any of the particulars is found to be false or misleading, IMU has the right to summarily reject our bid at any stage and that our company is liable to be blacklisted/debarred by IMU for at least 03 years.

6) In the event of our being awarded the work and understanding the urgency involved, we undertake to remit the Security Deposit within 07 days and execute the contract within 07 days of the issue of work order, failing which the hiring of vehicle order on a monthly basis may be cancelled and the EMD forfeited.

7) Our Price Bid is inclusive of driver, fuel, maintenance and all applicable taxes, duties and charges and all other costs and the price quoted shall be firm till the execution of the contract.

8) "I.....s/o.....r/o..... here by duly certify that none of my relative(s) as defined in the tender document is/are member/s in the bus hiring tender committee in Indian Maritime University, as per the details furnished in the tender document. In case at any stage, it is found that the information given by me is false/ incorrect, Indian Maritime University shall have the absolute right to take any action including termination of contract or as deemed fit/without any prior intimation to me.

Yours faithfully,

Date:
Place:

*Signature with Seal
of Authorised Signatory*

Tender for Hiring of Vehicles Technical Bid Criteria

1. Whether the bidder own at least 03 vehicles (**40 seater bus/ minibus /tempo traveller**) purchased on or after 01.01.2014 at the time of bid submission and vehicles registered as 'Commercial Vehicle'.

(a) No. of vehicles in running condition owned :

(b) Mode of Proof enclosed:

2. Whether the bidders have at least 03 years' experience in the business of providing vehicles on hiring basis for Central /State Government Departments/ Public Sector Undertakings / Universities / Companies /Corporate sectors etc **since April 2014 or earlier:**

(a) No. of years' experience in the same field of providing hiring services :

(b) Mode of Proof enclosed :

3. Whether the bidder has been debarred or blacklisted by any government department/agency in the past 03 (three) years on account of fraudulent or corrupt practices or inefficient/ ineffective performance? Present status.

Declaration

We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and our company is liable to be blacklisted / debarred by IMU forthwith.

Date:

Place:

*Signature with Seal of
Authorised Signatory*

Statement No.2

Tender for Hiring of Vehicle
Price Bid - Monthly Basis

Tender No. IMU-MPC/Vehicle Hiring/2018/06

Dated:2018

From

Name & Address of the Bidder

To

**The Deputy Registrar,
Indian Maritime University, Mumbai Port Campus,
Mumbai - 400033.**

Dear Sir,

We hereby submit our Price Bid for the hiring of vehicle for the Indian Maritime University, Mumbai Port on monthly basis :

Sl. No.	Description	Rate
1	For 22 days in a month from 0800 hrs to 1800hrs (upto 1000kms per month. (5 days in a month)	Rs._____ per month
2.	Above 1000 kms extra kms charges	Rs_____per km
3.	Above 10 hrs extra charges	Rs._____ per hr
4.	Night stay allowance for driver	Rs._____ (including DA + CA)
5.	Saturday, Sunday & Holiday	Rs._____ per day (200 km. minimum mileage).
6.	Other Terms and conditions	Out station permit, tax toll, parking, entry tax will be charged, if required.

The rates quoted are inclusive of driver salary, fuel, maintenance and all applicable taxes, duties and other charges like toll tax etc. and the price quoted shall be firm till the completion of the contract including the period of extension, if any.

Date:

Place:

*Signature with Seal of
Authorised Signatory*