INDIAN INSTITUTE OF TECHNOLOGY INDORE

(A Statutory Institute of Ministry of HRD, Govt. of India)



NOTICE INVITING TENDER (NIT) FOR RATE CONTRACT FOR Hiring of JCB and Dumper

Materials Management Section IIT Indore 4th Floor Western Wing (Toward's Gate-1) Abhinandan Building, Simrol Khandwa Road, Indore- 453552

Tel.: 0731-6603408/3551, Email: mms@iiti.ac.in

Website: www.iiti.ac.in

Material Management Section (MMS) IIT INDORE



Indian Institute of Technology Indore Simrol, Khandwa Road, Indore- 453552 Tel.: 0731-6603408/3369/3551

Email: mms@iiti.ac.in

Notice Inviting Tender (NIT) for Rate Contract for Hiring of JCB & Dumper

Sealed tenders on behalf of IIT Indore are invited for providing services of registered commercial vehicles on hire basis, for a period of one year on annual renewal basis subject to satisfactory performance from the date of contract through two-bid system i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/ Firms/ Agencies / Individuals having at least three vehicles in their name and experience in supplying JCB & Dumper for at least two years to any Central/State Govt. organization / PSUs, for day-to-day requirement.

Interested Companies/ Firms/Agencies/individuals may download the Non-transferable tender forms containing terms and conditions from institute website http://www.iiti.ac.in/tender_mms.php

Agencies may send their bids for <u>providing JCB & Dumper on hire basis</u> with other terms and conditions as mentioned in tender documents.

The tender will be opened by the tender opening committee on the same date at in the presence of Tenderer or their authorized representative, if any.

IIT Indore reserves the right to accept/reject any or all tenders without assigning any reasons thereof.

In-charge (MMS)

Material Management Section (MMS



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Schedule of Requirements

Description	Details
Download of tender document	August 25, 2021
Last date for receipt of tender	September 02, 2021 up to 11.30 AM
Opening of Technical Bid	September 02, 2021 at 12.00 PM
Earnest Money Deposit	Bid security declaration to be attached
Security Deposit	For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit ₹ 36,000.00 (Rupees Thirty Six Thousand Only) as Security Deposit for a period of 14 months i.e. 02 months beyond the date of expiry of the contract. The security deposit will be free of interest, immediately after commencement of the contract. This security deposit is to be furnished in the form of Online in Registrar IIT Indore account. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded within 60 days after adjusting dues if any to the IITI from the Contractor.
Contract Period	One Year on annual renewal basis subject to satisfactory performance from the date of contract.
Tender to be submitted in	Tender Box at Ground Floor, Abhinandan Building, IIT Indore, Khandwa Road, Simrol, Indore- 453552
Contact Person	In-charge (MMS), Indian Institute of Technology Indore Khandwa Road, Simrol, Indore- 453552 Email: mms@iiti.ac.in, Tel.: 0731-6603408/3551

The bidders shall send sealed quotations super scribing "Rate Contract for Hiring of JCB & Dumper" with NIT No. and Due Date.

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In-Charge Material Managem թենց (Հեյ երդ (MMS) IIT INDORE



NIT No. IITI(MM)/IDO/NIT/29/PSK/2021-22 भारतीय प्रौद्योगिकी संस्थान इंदौर सिमरोल, खंडवा रोड़ इंदौर - 453552

Indian Institute of Technology Indore Simrol, Khandwa Road, Indore- 453552 Tel.: 0731-6603408/3369/3551 Email: mms@iiti.ac.in

TECHNICAL BID

-	Name of Tendering Company/ Firm / Agency/Individual:
	Nature of the concern: (i.e. Sole proprietor or partnership firm or a company under Company Act 1956)
3.	Full Address of Office of the Company/ Firm/ Agency/Individual:
	a. Telephone/Mobile No:
	b. FAX No:
	c. E-Mail Address :
4.	PAN No. of the Company/ Firm / Agency/Individual : (Attach attested copy)
5.	Photocopy of income tax returns for latest 02 years: (Attach attested copy)
6.	Service Tax Registration No. : (Attach attested copy)
7.	The Company / Firm / Agency should have at least two years of experience in providing services of supplying vehicles to Central/State Govt. organization / PSUs etc. (Attach the attested or original copies of relevant experience documents).
8.	Bid Security to be attached in signed copy,
9.	Declaration of non-blacklisting (to be executed & attested by Public Notary/Executive Magistrate on Rs. 100/- Stamp paper by the bidder.
	The bidder should have their own vehicle of required make (not older than 2013 Model). The same vehicle (or later model) is to be provided in case the bid is successful: (Yes/No).
11.	Whether each page of tender, its annexure and Annexure III have been attached duly signed and stamped :(Yes/No).
12.	Bidder's bank, its address and Bank account no:

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13. Infrastructure capabilities: Particulars of vehicles available with the Bidder. (Please attach the attested copies of the proof of the ownership or lease holding/power of attorney documents of the vehicles and proof of registration of the vehicles as commercial vehicle)

Type of Vehicle(s)

Registration number

Model (Not older that 2016 model)

1. JCB 3D Type

2. Dumper- 6 to 8 cu.m. capacity hydraulic type

I/We hereby declare that the information furnished above is true and correct.

Signature of Bidder/Authorized Signatory with seal of the	Tirm
Name of the Bidder	
Place:, Date:	
Failure to furnish all the information required as per Bio substantially responsive to the Bid Documents in any respect	
ALL THE PAGES OF THE TENDER DOCUMENT AND CERT	TIFICATES SHALL BE DULY SIGNED BY THE
	Signature of the authorized signatory With seal of the company
	Name:
	Tel.No.: Mobile No.: Email id:

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भारतीय प्रौद्योगिकी संस्थान इंदौर सिमरोल, खंडवा रोड़ इंदौर — 453552

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SCOPE OF WORK

<u>Essential Requirement Chart-</u> The list of vehicle, period/frequency and drivers essential requirement are as mentioned below. Kindly confirm your compliance towards supply of the service as per our requirement.

Sr. No.	Type of Vehicle	Period and Frequency		essential requirements for Vehicles											
		Daily	Mont hly	Occasi onally	Qualifi cation	License	Language proficiency	Age	Gendei	Permi t of the vehicl es	Regis tratio n Card	Insura nce	Fitne \$5	Road Tax	PUC
1	JCB- 3D Type	Yes	Yes	Yes	Inter mediat e	Yes	Hindi	24-40 years	Male	Yes	Yes	Yes	Yes	Life time	YES
2	Dumper- 6 to 8 cu.m. capacity hydraulic type.	Yes	Yes	Yes	Inter mediat e	Yes	Hindi	24-40 years	Male	Yes	Yes	Yes	Yes	Life time	YES

Signature	of Bidder/Authorized	Signatory wi	th seal o	of the firm	

TERMS & CONDITIONS OF THE CONTRACT

- 1. Bid Documents: Tender should be submitted in Two-Bid:
 - a. Cover 01(One) super scribing Technical Bid along with Annexure-I, Scope of Work, Annexure- III, Receipt of Online Submission of EMD and all relevant documents including tender documents.
 - b. Cover 02(two) supercribing Financial Bid as per Annexure- II.

Both the envelopes are in turn shall be put in another envelope and this envelope should be superscripted prominently as "RATE CONTRACT FOR HIRING OF JCB & Dumper". All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. Tenders received without proper sealing are liable to be rejected.

- 2. Tender will be opened in the presence of Bidders present on the due date of opening. Technical Bids of the Tenders received will be opened on that day and the sealed Financial Bids will be kept in IIT's custody.
 - a. The Time, Date and Venue of the opening of FINANCIAL BIDS <u>will be intimated only to those Bidders</u>, whose Technical Bid is accepted after evaluation of details.
 - b. Incomplete Tender or Tender in which both Technical Bid and Financial Bid are found in the same envelope is liable to be rejected.
 - c. All Columns should be furnished with relevant details and no column should be left blank.
 - d. Financial Bid of the selected bidders only will be opened.
 - e. Bidder shall furnish the documents as per Technical Bid Form- Annexure- I.

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- f. Rates should be quoted as per Annexure II.
- g. The format of Financial Bid Form should not be changed in any manner.
- h. Addition/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
- i. Unsigned Technical Bid and Financial Bid will be considered as Invalid Bid.
- 3. Performance Security Deposit: The security deposit of should be deposited by the successful bidder after the award of the contract. Performance Security shall be deposited and the EMD of the other will be returned at the time of awarding of the contract. The Institute shall have right to recover/adjust the Security Deposit towards any loss/damage suffered by the Institute due to negligence/non-performance/delay in performance etc. of the Contractor or his representative during the currency of the Contract.
- 4. In the event of the Security Deposit falling short of the aforesaid amount due to recover/adjustment of the losses suffered by the Institute during the currency of the Contract, the Contractor shall deposit/pay such amount by which the Security Deposit falls short immediately on demand or the same may be recovered from the Contractor's pending Bills with the institute. No claim shall be made against the IIT, Indore in respect of interest, if any due on the security deposit or depreciation in value.
- 5. The EMD/Bid security may be forfeited
 - a) If the bidder withdraws his bid during the period of validity specified in the bid form.
 - b) If the successful bidder fails to accept the order within a week of the issue of order.
- 6. **Return of the EMD/BS**: EMD/Bid security of the unsuccessful bidder will be discharged/ returned within 30 days of the finalization/Award of the Contract.
- 7. Submission of Bid:
 - a. The bids should be duly sealed and addressed to Administrative Officer (MMS), IIT Indore, Simrol, Khandwa Road, Indore- 453552.
 - b. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.
- 8. The tenders will be evaluated on the basis of rate quoted/offered by the Company/Firm/Agencies as per enclosed **Annexure-II**
- 9. **Tender Opening:** In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.
- 10. **Presentation of the bills:** The contractor shall present his bill for each fortnight's supply within ten days of the closing day of each respective fortnight. The bill shall show in detail the supply/service made each day.

11. Supporting documents with the bills:

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a) The duty slips in original on which the supplies have been made or to be charged for in the bill. The duty slip shall bear the certificate of user. Also timing of JCB and Dumpers are to be noted down and daily certification is required for billing purpose.

b) The vehicles charge in the bill not supported by original duty slip or certificate of receipts by the user, the bill will be disallowed during payment of the bill.

c) Otherwise admissible supplementary bills of the contractor duly supported by the requisite certificates along with the receipt of the user/ the concerned persons in proper and complete form may be allowed.

d) Parking, toll tax etc. along with the bill if any.

12. **Payment:** The contractor shall claim payment on actual basis once a month through the bills prescribed in complete forms as stated above and the same will normally be arranged in 4 weeks from the date of presentations. However no claim shall be made by the contractor against the Govt. of India in respect of interest on damages in case the payment is delayed for any reason beyond 4 weeks.

13. Rights of acceptance:

- i. The IITI does not pledge himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and you shall provide the same at the rate quoted. You are at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire type of the vehicles is taken from you. The terms and conditions of the contract stipulated in the schedule to the tender annexed herewith will form part of the contract and the tenderers/contractors will be bound by such terms and conditions.
- ii. Acceptance of the tender by the IITI will be communicated by a letter of acceptance. In case the acceptance is communicated by via email, the formal acceptance of the tender will be forwarded to you as soon as possible but the instructions contained in the email should be acted upon immediately. The acceptance of such email will be deemed as a contract enforceable in law.
- 14. **ARBITRATION CLAUSE:** In case of any dispute between the IITI and the contractor arising out of the contract with regard to the interpretation of the terms and conditions of the contract, the decision of the IITI or any other officer nominated by him to act as Arbitrator in this dispute shall be final and binding on the party to this contract.
- 15. The IITI reserves the right to relax fully or partly any provisions of the terms of contract according to local conditions and administrative convenience.
- 16. **Period of the Contract:** Under normal circumstances the contract shall be valid for a period of 1 year on annual renewal basis subject to satisfactory performance from the date of contract on the same rate, terms and conditions and acceptance by the service provider.
- 17. **Liabilities of the Contractor:** When this Institute engage vehicles all liabilities in respect of the vehicles and drivers including the accident to the vehicles injury to driver and the passengers traveling in vehicle or to pedestrians, theft and other passing vehicles shall rest with the Agency. The Institute will not accept any liabilities in this regard.
- **18. Termination of Contract:** The IIT Indore, reserves the right to terminate the contract simultaneously or at any time during the period of this contract with one or more Travel Agents.

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- 19. **Fall Clause:** During the currency of the Contract, charges for supply of vehicles to any other Central/State Govt. Public Sector Undertaking, etc. should not be at rates lower than the price offered to the IIT Indore OR should there be any reduction in charges during this period, the prices charged to the Institute shall correspondingly be reduced for the IIT Indore, also.
- 20. Force Majeure: Neither the Contractor nor the Institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there in similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
- 21. The Institute shall have absolutely no responsibility to pay any compensation for any accident occurred to any person/representative of the Contractor during his/there to and fro journey and or while attending to the services of the Institute and no other charges whatsoever shall be payable by the Institute to the Contractor.
- 22. The Institute shall have the liberty to enter into similar contract with any other party(s) engaged in Travel Agencies parallelly without making any reference.

23. Responsibilities of the Contractor:

- a) The Contractor will maintain sufficient vehicles of the standard quality at all times to avoid inconvenience to IIT office beneficiaries.
- b) In case of failure or refusal on the part of the Contractor to supply the vehicles to the Institute, the contract is liable to be cancelled at your risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from the Contractor.
- c) The vehicles to be supplied will be of standard quality. In case it is found that vehicles **supplied are** old model or substandard or spurious, the firm will be liable to be black- listed for a period of 5-years besides any other appropriate legal action to be taken in this regard.
- d) If for any unavoidable reason, it is not possible for the Contractor to immediately supply the vehicle and the beneficiaries are compelled to procure the same from some other local Travel Agent, the Contractor will reimburse in full the charges paid, to the Institute. However, the claim in this regard will be paid as per terms and conditions of this contract. The brand of the vehicle should not be substituted in case of indent for a particular vehicle.
- 24. **Provision of Penalty:** In the event of the contractor failing to:
 - a) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates IITI may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contact or from the security deposit or may be derivanded of him to be paid within seven days to the credit of the IITI.
 - b) In the event of discovery of any error or defect due to the fault of the contractor at any time, the contractor shall be bound if called upon to do so, to rectify such error or defect at his own cost to satisfaction of and within the time fixed by the IITI. In the event of the delivery of any defective work,

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which owing to urgency or for any other reason cannot be wholly rejected the IITI shall have the power to deduct from any payment due to the contractor such sum as he may deem expedient.

- c) In the event of a supply being wholly rejected, the IITI may at its discretion either.
- d) Permit the Contractor to re-do the same within such time as he may specify at contractor's own cost which shall include the cost of all sorts i.e. transportation etc., or other source than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor.
- e) The powers of the IITI under this condition shall in no way after prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 8 above.
- f) Since the supply order being awarded to the contractor is important nature the time schedule must be adhered to, failing which a penalty at the rate 15 % for every day's/week's/month's delay will be recovered.

Special Conditions of the Contract

- 1. The rates are inclusive of all taxes, cost of petrol/diesel, lubricants, driver's salary, depreciation, profit to the owner, etc.
- 2. In case of any breakdown, alternate arrangement shall be made by the agency immediately.
- 3. Deputation of another vehicle in case the vehicle is having break-down or any technical issues that unable to serve the request. Another vehicle to be deputed urgently without fail free of cost.
- 4. The charges for fixing the JCB & Dumper will be as per negotiation rate and no extra, what so ever shall be payable by IIT Indore.
- 5. The vehicle to be provided to IIT Indore on hire basis should not be more than Five years old from the dated of submission of tender. The vehicle should be in very good as perfect working condition.
- 6. The Driver should have a valid license for driving Public Service Vehicles (PSV) and medical fit for driving the vehicle. The dumper will be provided with driver and cleaner.
- 7. Any complaint received on the condition of the vehicles or the behavior of the drivers, the VEHICLE/Driver should be suitably replaced on the same day.
- 8. The vehicle should be provided immediately after receipt of written/telephonic intimation with sufficient fuel.
- 9. The supervisor responsible for the operations of vehicle should be available round the clock on his own direct telephone (office as well as residence) so as to respond to the call for vehicle in emergent case. The owner/firm should be in a position to supply vehicles on short notice as & when required.
- 10. In case a vehicle is requisitioned and the same does not reach at the appointed time & place, IIT will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending bills/security etc. and a penalty of Rs.500/- would be imposed for every such lapse.
- 11. All charges towards repair/servicing, any other incidental expenses on operations & maintenance of hired vehicle would be borne by the firm.
- 12. Payment will be made on monthly actual basis on submission of the bill duly certified by the user along with duty slip.
- 13. No escalation/extra charges will be allowed over & above negotiated rates during the tenure of contract.
- 14. The Driver should be courteous to the users, maintain discipline & should always carry a mobile phone with him. In the event of misbehavior on the part of driver, IITI may impose penalty as deemed fit on the firm.
- 15. The IIT Indore reserves the right to terminate the contract at any time without assigning any reason thereof.

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16. When this Institute engage vehicles all liabilities in respect of the vehicles and drivers including the accident to the vehicles injury to driver and to pedestrians, theft and other passing vehicles shall rest with the Travel Agency. The Institute will not accept any liabilities in this regard.

17. Driver should reach 30 minutes before the start of Work.

NIT No. IITI(MM)/IDO/NIT/29/PSK/2021-22

August 25, 2021



भारतीय प्रौद्योगिकी संस्थान इंदौर सिमरोल, खंडवा रोड़ इंदौर — 453552

Indian Institute of Technology Indore Simrol, Khandwa Road, Indore- 453552 Tel.: 0731-6603408/3369/3551

Email: mms@iiti.ac.in

FINANCIAL BID

ANNEXURE-II

Sr. No.	Type of Vehicle	No of vehicle	Rate to be quoted inclusive of taxes	Rate to be quoted inclusive of taxes
1	JCB- 3D Type	02	per hour	for 8 hours per day
2	Dumper- 6 to 8 cu Capacity hydraulic type.	02	per day	for 30 days
	Total including all taxes (GST etc.)=			

We,	M/s.		submit	our	quotation	for	providing	vehicle	on
hire	basis	to Indian Institute of Technology, Indore as	under:						

The following terms and conditions given in the contract:-

- 1. The rates will be considered inclusive of all taxes, cost of petrol/diesel, lubricants, driver's salary, depreciation, profit to the owner etc.
- 2. In case of any breakdown, alternate arrangement shall be made by the agency immediately.
- 3. Deputation of another vehicle in case the vehicle is having break-down or any technical issues that unable to serve the request. Another vehicle to be deputed urgently without fail free of cost.
- 4. In order to meet the standard of IIT Indore, vehicle to be well maintained.

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Signature of the authorized signatory
With seal of the company

Date : Place:

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ANNEXURE-III

ACCEPTANCE OF THE TENDERERS (On Company's Letter head)

All the clauses of the tender document, scope of work and terms and conditions enumerated from pages 1 to 15 have been read and understood by me/ us. It is certified that we are submitting this bid by accepting the Terms & Conditions and Special Conditions of the Notice Inviting Tender.

I/We hereby declare that the information and documents furnished as per tender are true and correct.

Signature of the authorized signat	ory
Name:	
Date:	
Company Seal:	
Name: Date: Company Seal:	

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Date

Bid Security Declaration (On Firm Letter Head)

To, The Joint Registrar Materials Management Division I.I.T. Indore, Simrol, Khandwa Road Indore – 453 552.

NIT No: IITI(MM)/IDO/NIT/29/PSK/2021-22

Dear Sir,

We, the undersigned, declare that

- 1. We understand that, according to your conditions, bid must be supported by a Bid Securing Declaration.
- 2. We accept that we will be automatically suspended from being eligible for bidding in any contract with the Institute for the period of 3 Year starting from the bid closing date, if we are in breach of our obligation(s) under the bid conditions, because we:
 - 1 Have withdrawn our bid during the period of bid validity specified in the letter of bid; or
 - 2 Having been notified of the acceptance of our bid by the institute during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the tender conditions.

Yours faithfully, (Signature of the bidder) Printed Name Designation Seal

Business Address :

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In-Charge

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